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April Term 1811

Robert Williams for Blake & Childress vs William Brooks

Pleas before the honorable Thomas Rodney, Walter Leake and Oliver Mills Esquires Judges in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the Year one thousand Eight hundred and Eleven—

Be it Remembered, That heretofore to wit at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year One thousand Eight hundred and Eleven Robert Williams Governor of the Mississippi Territory to the use of Hugh M Blake and Joel Childress by John Taylor his attorney, brought into the Court aforesaid his Bill against William Brooks, of a plea of Debt, and there are pledges to prosecute to wit John Doe and Richard Roe— Which said Bill is in the words following, to wit—

Adams County Ss— } In the Circuit Court of Adams County
} of the Term of April AD 1811—

William Brooks late of said County Yeoman was summoned to answer Robert Williams Governor of the Mississippi Territory to the use of Hugh M Blake and Joel Childress of a plea that he render unto him four hundred and twenty five dollars which to him he owes and from him unjustly detains and thereupon the said Governor for the use aforesaid complains that whereas the said William heretofore that is to say on the twenty day of June in the year of our Lord One thousand Eight hundred and five in his proper person came before the honorable Thomas Rodney Esquire one of the superior Judges for the said Territory to wit at the Town of Washington in the County of Adams aforesaid and there and then before the said Judge did acknowledge himself

to owe the Governor of the said Territory the sum of four
and twenty five dollars to be levied of the Goods and Chat-
and tenements of him the said William if a certain Abigail
should fail to appear at the then next circuit Court to be
and for the said County of Adams, at the Courthouse on the first
Monday in October then next ensuing, and then and there con-
tinued and abide the Judgment of said Court, and make good
the said Hugh and Joel all such costs and damages as they might
incur by reason of a certain suit instituted in the said Circuit
by the said Abigail Merry against the said Hugh M Blair
and Joel Childress for her freedom in case the said Abigail should
eventually fail in substantiating her freedom and that she the said
Abigail should not depart without leave of the Court as by the said
Recognizance filed of Record here in the said Court remaining may
more fully appear; And Whereas the said Abigail afterwards to wit
on the Eighteenth day of November in the Year One thousand Eight
hundred and six at the County aforesaid by Charles B Gunn her
Attorney came and entered a dismission in her said action against
the said Hugh M Blair and Joel Childress as by the record thereof
in the said Court will also appear and did then and there fail
to establish her freedom, And Whereas altho the said Hugh and
Joel hath incurred very great and heavy damages and costs by reason
of the said suit to wit to the Amount of four hundred and twenty
five dollars of which the said William Brooks on the day and year
last aforesaid at the County aforesaid then and there had notice
& the said William Brooks hath not yet satisfied to the said Hugh
& Joel the aforesaid sum of Money or any part thereof which said
Recognizance acknowledged in form aforesaid remains in its full strength
and effect not vacated or satisfyed. Whereby an action hath accrued
to the said Governor to the use of the said Hugh and Joel to demand and
have of & from the said William Brooks the said four hundred and
twenty five dollars according to the form and effect of the said Recog-
zance Yet the said William Brooks (altho often requested) hath not yet
paid the four hundred and twenty five dollars or any part thereof to the
said Governor, but to pay the same to him hath hitherto altogether refused

and sixty dollars to the damage of the said Governor of five hundred dollars- and therefore he brings suit

William Brooks adm The Governor of M.T. for the use of Hugh M Blake and Joel Childrys

3 Demurrer

And the said Defendant by Charles B Green his atty comes and defends the wrong and injury when &c and craves oyer of the Recognizance mentioned in the Plaintiffs Declaration, and it is read to him in these words towit " Mississippi Territory Adams County, June 12. 1806- Abigal Weekly vs Hugh M Blake and Joel Childrys Plaintiff petitions for her freedom and Writ of issued- On the return of said Writ all the parties appeared before me the undersigned one of the Superior Judges for said Territory at my chambers in the Town of Washington, and the Defendant in the suit having viewed and declined to give the security required by Law in such cases the Plaintiff was admitted to give the security required by Law on her part as follows- The said Abigail Weekly acknowledges herself to owe to the Governor of this Territory the sum of four hundred and twenty five dollars lawful Money of the United States and her securities William Brooks and Joseph Newman acknowledge to owe respectively twenty to the Governor of this Territory each of them the sum of four hundred and twenty five dollars, to be levied of all and every of their Goods and Chattels Lands and tenements, if the said Abigail should fail to appear at the next circuit Court to be held in and for the said County of Adams on the first Monday in October next and there and there continue and abide the Judgment of the said Court and make good to the said Hugh M Blake and Joel Childrys all costs and damages they may incur by this suit in case the said Abigail shall eventually fail in substantiating her freedom and not depart without leave of the Court Taken and acknowledged this 12. day of June 1806- before Thomas Rodney - which being read and heard the said Defendant by protestation saith that the said Hugh M Blake and Joel Childrys have not sustained or incurred any costs and damages by the suit mentioned in said Recognizance

regained

nizance, and for further plea saith that the Recognizance
the Declaration aforesaid therein formed and the Matter in the
contained are not sufficient in Law for the said Plaintiff to have
or maintain his action aforesaid against him the said Defendant and
that he the said Defendant hath no necessity nor is he bound by any
Law of the Land to answer to the said Recognizance and the Declaration
aforesaid in manner and form aforesaid made, Wherefore for the insuf-
ficiency of the said Recognizance and for want of a sufficient decla-
ration the said Defendant prays Judgment, and that the said Plaintiff
may be precluded from his action aforesaid against him the said
Defendant, and for causes of Demurrer in Law the said Defendant accord-ing
to the form of the Statute in such case made and provided sets
down and to the Court here expresses the causes following, viz.t
1. Because the said Recognizance is conditioned for the appearance
of the said Abigail at a Circuit Court to be held in and for the
County of Adams at the Court thereof on the first Monday in
October next ensuing the date of said Recognizance) Whereas by
the Law of the Land no Circuit Court for said County of Adams
could be holden, nor was holden on the said first Monday of October
next ensuing the date of said Recognizance — 2. Because the said
Recognizance was taken on the 12th day of June 1806 and entered into
before the Honorable Thomas Rodney Esq one only of the superior Judges of the
said Territory at his Chambers and in the vacation of the said
Circuit Court of said County of Adams Whereas the Statute of the
Territory requires that Recognizances in such cases shall be taken in
open Court 3. Because that in as much as the said Abigail was
in the possession of the said Black and Children they could not
refuse and decline to give the Security required by the Statute in such
cases 4. Because the said Recognizance is void and of no effect as
it is not taken according to the Statute in such case made and
provided — 5. Because the said Declaration doth not allege that
the said Abigail did not appear according to the tenor of said Recog-
nizance and 6. Because the said Declaration is repugnant —
uncertain, illegal contradictory & wants form &c

Governm to the use of Blake & Childers by Circuit Court of Adams County —

Wm Brooks

And the said Plaintiff for that he hath above alledged sufficient Matter in Law to maintain his declaration aforesaid which he is ready to verify which said Matter the said Defendant doth not deny nor answer thereto, but doth wholly refuse to admit that averment prays Judgment and his Debt aforesaid together with his damages by reason of the detention of that Debt to be adjudged to him for the use aforesaid &c I Taylor atty for Plff —

Afterwards towit at a Circuit Court held at the Court house in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and seven this Cause was legally continued —

Afterwards towit at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and seven this Cause was legally continued —

Afterwards towit at a Circuit Court held at the Court house in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and Eight this Cause was legally continued —

Afterwards towit at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and Eight this Cause was legally continued —

Afterwards towit at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and nine this Cause was legally continued —

Afterwards towit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and nine, because the Court here are not advised of giving their Judgment of and upon the premises

thereupon the said Cause is transferred to the Supreme Court of the Territory aforesaid to be holden at the Town of Washington on the fourth Monday in November next. At which day came the said Robert Williams Governor as aforesaid for the use of Blake and Childress as the said William Brooks by their Attorneys aforesaid and thereupon the aforesaid Plea of the said Robert Williams Governor as aforesaid for the use of Blake and Childress above pleaded in reply being seen and by the Court here fully understood it appears to the said Court here that the said Plea of the said Robert Williams Governor as aforesaid for the use of Blake and Childress and the matter therein contained are good and sufficient in Law for the said Robert Williams Governor as aforesaid for the use of Blake and Childress to have and maintain his aforesaid action against the said William Brooks as the said Robert Williams Governor as aforesaid for the use of Blake and Childress hath alledged. Therefore it is considered by the Court that this Cause be remanded to the Superior Court of Adams County at a Superior Court to be holden at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and ten to enquire what damages the said Robert Williams Governor as aforesaid for the use of Blake and Childress hath sustained

Afterwards Court at a Superior Court held at the Court House in and for the County of Adams on the second Monday in April in the year One thousand Eight hundred and ten this Cause is legally continued.

Afterwards Court at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year One thousand Eight hundred and ten, this Cause was legally continued.

Afterwards it is commanded that the Sheriff of Adams County do summon thirty six good and lawful Men of his County accor-

ding

: ding to the directions of the Act of the General assembly of the Territory aforesaid in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court to be held at the Courthouse in and for the County of Adams, on the second Monday in April in the Year one thousand Eight hundred and eleven, by writ and so forth, and also neither and so forth, to recognize and so forth, and diligently in: quire what damages the said Robert Williams Governor as aforesaid, for the use of Blake and Childrys hath sustained by reason of the detention of the said Debt — At which day before the Judges of the Territory aforesaid, came the said Robert Williams Governor as aforesaid for the use of Blake and Childrys as the said William Brooks and the Jurors of the Jury of which mention is above made being called, certain of them came to wit Richard Sepsion, Isaac Taylor, Isaac M Selsen Robt Taylor Edmund Andrews, James Luckett, William L Chew Davice Berry Josphs Montgomery, Geo. Selser, Solomon Swaygo, Robt Bashford who being empannelled, tried and sworn to speak the truth concerning the Matter within contained say upon their oath that the said Robert Williams Governor as aforesaid for the use of Blake and Childrys hath sustained damages by reason of the detention of the said Debt to Sixty two dollars and ninety one cents

Therefore it is considered That the said Robert Williams Governor as aforesaid for the use of Blake and Childrys do recover against the said William Brooks his damages aforesaid by the Jury aforesaid in form aforesaid assessed and also

for his Costs and Charges by him about his Suit in this behalf expended, by the Court now here adjudged to the said Robert Williams Governor as aforesaid, for the use of Blake and Childrys — Which said Damages and Costs amount in the whole to

And be the said William Brooks in Mercy and so forth —

Daniel Clark vs Overaker & Evans

Plea before the Honorable Peter Leake Judge in and over the Mississippi Territory, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and Eleven-

Be it Remembered, That heretofore viz at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year one thousand Eight hundred and ten, Daniel Clark by Turner his Attorney brought into the Court aforesaid his Bill against George Overaker and Lewis Evans being in custody of the Sheriff of Adams County, of a plea of trespass on the Case and thereupon they pledges to prosecute &c. to wit John Doe and Richard Roe. Which said Bill is in the words following, to wit

Adams County S. Superior Court Oct. Term 1810-

Daniel Clark complains of George Overaker and Lewis Evans in custody &c of a plea, for that Whereas the said Defendants on the 24th day of November 1809- at Natchez in the County aforesaid by their certain promissory note, subscribed with their proper hands and names the date whereof is the day and year aforesaid did promise to pay to James Sterrett or order the sum of Two thousand One hundred and twenty dollars for value received on the first day of February 1809- Which note the said James Sterrett afterwards, to wit on the day and year aforesaid in the fair course of trade assigned to the Plaintiff by his writing endorsed on the back thereof subscribed by the proper hand and name of the said James Sterrett of which said assignment the said Defendants afterwards had notice viz the day and year last aforesaid- By reason whereof, and by force of the act of Assembly in such case made and provided an action accrued to the said Plaintiff Nevertheless the said Defendants altho afterwards of the thereto required the said sum of Money nor any part thereof did not pay the ptt on the said first

day of February 1809 nor at any time before nor since But the same to him to pay hitherto have refused, and still do refuse. To pay to his damage dollars and therefore he sues &c And the said Defendants by Gabriel Tichenor their Attorney come and defend the wrong and injury, when &c and say that they did not undertake and promise in manner and form as the said Plaintiff has above thereof declared against them and of this they put themselves upon the Country &c Gab. Tichenor, atty for defts and the Pltf likewise

Afterwards to wit at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and ten, this Cause was legally continued—

And now at this day to wit at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and eleven before the Judges of the Territory aforesaid— At which day before the Judges of the Territory aforesaid, come as well the said Daniel Clark as the said George Overaker and Lewis Evans by their respective Attornies aforesaid, And hereupon the said George Overaker and Lewis Evans by their Attorney aforesaid relinquishing their said plea by them above pleaded, say that they cannot deny the action of the said Daniel Clark, nor but that they did undertake and promise in manner and form as the said Daniel Clark hath above thereof complained against them, nor but that the said Daniel Clark has sustained damages by reason of the non performance of the said several promises and undertakings to One thousand nine hundred and twenty dollars and sixty four cents as by the said declaration is supposed— And hereupon the said Daniel Clark prays Judgment and his damages so acknowledged together with his costs and charges by him about his suit in this behalf expended to be adjudged to him— Therefore it is considered by the Court here that the said Daniel Clark do recover against the said George Overaker and Lewis Evans his damages aforesaid in form aforesaid acknowledged and also for his costs and charges by the Court now here adjudged to the said Daniel Clark and with his assent— Which said Damages costs and charges amount in the whole to

And be the said George Overaker and Lewis Evans in Mercy and so forth

373

Thomas Lazarus v. Thomas Herod.

Plea before the honorable Matthew Page in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and Eleven

Be it Remembered, That heretofore to wit at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and ten before the Judges of the Territory aforesaid. By virtue of the Statute of the General Assembly in such case made and provided, the Justices of the County Court of Adams County, transmit to the Superior Court aforesaid the Record and proceedings of a plea which is lately depending before them in the County Court aforesaid, between Thomas Lazarus Plaintiff and Thomas Herod Defendant Which said Record and proceedings are in the words following to wit -

"Plea before Samuel Bradley Esquire Presiding Justice and others his associates Justices of the County Court of Adams County in the Mississippi Territory holden at the Courthouse of said County on the second Monday in July of the Year of our Lord one thousand Eight hundred and ten, in the thirty fifth Year of the Sovereignty and Independence of the United States of America

Thomas Lazarus } In Case.
Thomas Herod }

Be it Remembered, that heretofore to wit on the tenth day of July in the Year of our Lord Eighteen hundred and nine, Thomas Lazarus by Abner Sturgus Esquire his Attorney, sued out and obtained from the County Court of Adams County our Writ of Capias ad respondendum against the Body of Thomas Herod, which said Writ with the Indorsements thereon and in the words following, to wit

"The Mississippi Territory of the United States, To the Sheriff of

Adams County Greeting We command you to take Thomas Herod wheresoever he may be found in your County and him safely keep so that you have his Body before the Justices of our County Court for said County at the Courthouse thereof on the second Monday in October next to answer Thomas Lazarus in a plea of Trespass on the Case damage two hundred dollars, and have then there this writ Witness Samuel Brooks Esquire, presiding Justice of our said County Court who hath caused the Seal of the said County to be hereunto affixed this second Monday in July Eighteen hundred and nine, and in the thirty fourth Year of American Independence. J Garrett Clerk (Seal) Issued the 10th day of July 1809 And thereon is endorsed as follows to wit "This action is brought to recover the value of twenty six hundred pounds weight of Sea Cotton which Deft owes Plff Minor Sturgis Plffs atto." The Sheriff is directed to take Bail for two hundred and four dollars as per affidavit filed. B Briscoe J.P. Afterwards to wit At the second Monday in the Month of October in the year last aforesaid at a County Court holden in and for the County aforesaid at the Courthouse thereof came the said Plaintiff by his said Attorney, and also came the Sheriff of said County to wit Montfort Calvit Esq and made his Return of the said Writ to wit that by virtue thereof he has taken the Body of the said within named Thomas Herod as within he is commanded and therewith he delivered into Court a certain writing obligatory commonly called a Bail Bond, which said Writing obligatory with the condition thereunder written, and the assignment thereto annexed are in the words and figures following to wit. "Know all Men by these Presents, That we Thomas Herod of Christopher Greer of Adams County, Mississippi Territory, are held and firmly bound unto Montfort Calvit Sheriff of said County in the sum of two hundred and Eighty dollars to be paid to the said Montfort Calvit his Executors, Administrators or assigns, for which payment well and truly to be made we bind ourselves our Execu-
tors and Administrators, jointly and severally firmly by these Presents, Sealed with our Seals and dated this tenth day of July A.D. one thousand Eight hundred and nine. The condition of this obligation is such that if the above bound Thomas Herod shall be and appear before the Justices of the County Court of Adams County, to be holden for the said County at the Court-house thereof on the second Monday of October next, to answer Thomas Lazarus in a plea of Trespass on the Case damages two hundred dollars

dollars and in case he should not cause in said suit shall abide by and satisfy the costs and condemnation of the Court or render the Body to prison in Execution for the same, or on failure thereof that the said Christopher Greer shall do and for him this obligation to be void, otherwise to be and remain in full force and virtue— Thomas Herod (seal) Chris[topher] Greer (seal) — Signed, sealed and delivered in the presence of [illegible] "I Montfort Calvert Sheriff of the County of Adams, do hereby assign the above obligation and condition to Thomas Lazarus his Executors and Administrators to be sued for according to the Statute in such case made and provided In Witness Whereof I have hereunto set my hand and seal this 2nd day of October 1809. Montfort Calvert (seal) Shff A.C.

(And thereupon the said Plaintiff by his said Attorney brought into the Court his bill, plaint in declaration against the said Defendant, which said Declaration hath for pledges to prosecute John Doe and Richard Roe, and is in the words and figures following to wit "Adams [illegible] County Court October Term. Thomas Lazarus complains of Thomas Herod in custody &c of a plea of trespass on the case, for that whereas the said Thomas Herod on the fifteenth day of April 1809. was indebted to the said Thomas Lazarus in the sum of [illegible] hundred and four dollars, for work and labour before that time done and performed by the said Thomas Lazarus for the said Thomas Herod, at his special instance and request, and being so indebted the said Thomas Herod in consideration thereof afterwards to wit on the day and year aforesaid at Washington in the County aforesaid took upon himself and then and there faithfully promised the said Thomas Lazarus that the said Thomas Herod would well and truly pay to the said Thomas Lazarus when he should be thereto afterwards requested— And whereas also afterwards, to wit, on the day and year at Washington in the County aforesaid the said Thomas Herod accounted with the said Thomas Lazarus of and concerning divers sums of Money from the said Thomas Herod to the said Thomas Lazarus before that time due and owing, and then and in arrear and unpaid, and upon that account the said Thomas Herod was then and there found in arrear to the said Thomas Lazarus in other hundred and four dollars, and being found in arrear the said Thomas Herod in consideration thereof afterwards to wit, on the day and year last mentioned, at Washington in the County aforesaid took upon himself, and then and there faithfully promised the said Thomas Lazarus that he the said Thomas Herod would well and truly pay and satisfy to the said Thomas Lazarus the said hundred and four

dollars last mentioned, which he should be thereunto requested
And Whereas also the said Thomas Herod afterwards towit on
the same day and year aforesaid in the County aforesaid, in con-
:sideration that the said Thomas Lazarus had by the then at
the like special instance & request of the said Thomas Herod done
and performed other work and labour for the said Thomas Herod
took upon himself and then and there faithfully promised the
said Thomas Lazarus that he the said Thomas Herod would well &
truly pay and satisfy the said Thomas Lazarus so much money as
he therefor reasonably deserved to have, for the same, when he
should be thereto afterwards requested; and the said Thomas Lazarus
avers that he therefor reasonably deserved to have other hundred and
four dollars, of the said Thomas Herod for the last mentioned work
and labour, towit at Washington aforesaid, in the County aforesaid
of which the said Thomas Herod then and there had notice— Never-
:theless the said Thomas Herod not regarding his several promises
made as aforesaid but contriving, and fraudulently intending
the said Thomas Lazarus in this behalf
craftily and subtilly to cheat, deceive and defraud, has not paid the
aforesaid several sums of Money above mentioned or any part thereof
altho, to pay the same often requested viz. on the day and year—
aforesaid, but hitherto hath refused and still refuses to pay the same—
Whereupon the said Thomas Lazarus says he is injured and damaged
to the value of two hundred dollars and therefore he sues &c Marion
Sturgus Pltffs Attr— And thereupon on motion of the said Plaintiff
by his said attorney it is ordered that unless the said Defendant
do appear and make his Plea or defence to the said Plaintiffs action
within the time prescribed by Law that Judgment shall be entered
against him by default for the said Plaintiff for such damages
as he may have sustained by reason of the premises and costs of
suit— Afterwards towit— at the same term of the Court aforesaid
in the fourth day thereof until which time the said Defendant had
leave to imparl to the said Bill, and then to answer the same;
came the said Plaintiff by his said attorney, and the said Defendant
altho: solemnly demanded in open Court cantered, nor did he say
any thing in bar or preclusion of the said action of the said Plain-
:tiff, but therein wholly failed and made default— whereby
Plaintiff remains therein undefended against the said Defendant
Wherefore the said Plaintiff ought to recover against the said
Defendant his damages on occasion of the premises, and he prays
Judgment and his damages by him sustained by reason of the
said several promises and undertakings in the said Declaration
mentioned)

mentioned, and because it is not known what damages the said Plaintiff hath sustained, it is ordered that the same be enquired of by a Jury to be summoned at the County Court next to be holden for this said County, and thereupon this Cause was legally continued until the next term, and the same day is given to the parties Afterwards, towit, At a County Court held in and for the said County at the Courthouse thereof, on the second Monday in the Month of January in the Year Eighteen hundred and ten, this Cause was again legally continued - and the same day given to both parties - And now at this day towit at a County Court held in and for the County aforesaid at the Courthouse thereof on the day and year first above written came the said Plaintiff by his Attorney aforesaid, and also came the said Defendant by his attorney Wm B Sheildy Esquire, and on his Motion by the consent of the said Plaintiff by his Attorney the Judgment by default and Writ of Inquiry heretofore obtained and set aside and held for nought, and leave given to the said Defendant to plead instanter an issuable plea, Whereupon the said Defendant by his Attorney aforesaid Made his plea to the said Plaintiffs action in manner following towit "And the said Thomas Hood comes and defends the wrong and injury when &c and saith that he did not promise and assume in manner and form as the said Thomas Lazarus in his declaration hath above declared against him and of this he puts himself upon the Country - &c Joby Term 1810. Wm B Sheildy Deft Atto - And thereupon the said Plaintiff joined issue to said Plea and on his motion by his Attorney came a Jury towit Pleasant M Hunter, Peyton King, William McRenzie, Abraham Pefrance, William Cochrane, John B Mills, Nathaniel Ivy, William Barland, Anthony Campbell, Philip Hobb, William Lemon, and Isaac Taylor, who being impannelled and sworn to try the issue joined in this Cause say that the said Thomas Hood did undertake and promise in manner and form as the said Thomas Lazarus hath within complained against him; they ass[illegible] the damages of the said Thomas Lazarus by occasion of the non performance of the promises and undertakings by him mentioned, over and above his costs and charges by him about his suit in this behalf expended to Fifty two dollars - Therefore it is considered that the said Thomas Lazarus do recover against the

the said Thomas Herod, his said damages, costs and charges by the Jurors aforesaid in form aforesaid assessed, also twenty six dollars twenty nine cents for his costs and charges by him about his suit in this behalf expended, which said damages Costs and charges in the whole amount to Seventy Eight dollars twenty nine and a half Cents— And the Defendant in Mercy and so forth. From which said Judgment the said Thomas Herod prayed an appeal to the honorable the Supreme Court of Law and Equity next to be holden for the said County. which is granted him upon his entering into bond conditioned as the Law direct with Abraham Defrance Security And thereupon the said Bond was executed in open Court. and is in the words following to wit Know all Men by these Presents that we Thomas Herod and Abraham Defrance of the said County are held and firmly bound unto Thomas Lazarus in the penal sum of two hundred and fifty dollars to the payment to the said Thomas Lazarus his certain attorney, his Heirs or Assigns to which payment well and truly to be made, we bind ourselves, our Heirs Executors and Administrators, each and Every of us and them, jointly and severally firmly by these presents— Sealed with our Seals and dated the Twenty: tenth day of July A.D. 1840. The Condition of this obligation is such that Whereas in a certain action prosecuted in the County Court of said County wherein the said Thomas Lazarus was Plaintiff and said Thomas Herod Defendant on trial of which Judgment was given against the said Defendant for Fifty five dollars and costs of suit, from which said Judgment the said Defendant prayed and obtained an appeal to the honble the Supreme Court of Law and Equity of this Territory— Now if the said appellant shall prosecute his appeal with effect, and well and truly abide, and perform the sentence Judgment and decree of the said Court then this obligation to be void or otherwise to remain in full force and virtues. Thomas Herod (seal)
Taken & acknowledged in open Court, J. Girard Clk. Abm Defrance (seal)

(Afterward) Court at a Supreme Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and ten this cause was regularly continued

(Afterward) it is commanded that the Sheriff of Adams County do summon thirty six good and lawful Men of his County, according to the directing of the act of the General assembly in such case made and provided, to be and appear before the Judges of the Territory

aforesaid at a Superior Court to be holden at the Courthouse in and for the County of Adams on the second Monday in April in the Year One thousand Eight hundred and eleven; by whom came forth, to recognize and so forth, and who neither came so forth, because as well and so forth, the same day is given to the parties, there and so forth. Off which day before the Judges of the Territory aforesaid at a Superior Court then and there held, came the said Thomas Lazarus as the said Thomas Herod by their respective Attornies aforesaid, and the Juror of the Jury of which mention is above made being called certain of them come, to wit Richard Jeffries, James Graston, James Luckett, Daniel Boyce, Joshua Draughan, Clement Gore, Geo. Selser, John Curtis, Anthony Cahill, Samuel Montgomery, Jno Brabston James Swann who being empannelled, tried and sworn to speak the truth concerning the matter within contained, say upon their oath that the said Defendant did not undertake and promise in manner and form as the said Thomas Lazarus hath above thereof complained against him. Therefore it is considered that the said Thomas Lazarus take nothing by his said action And it is further considered by the Court now here that the said Defendant do recover against the said Thomas Lazarus the sum of for his Costs and charges by him about his defence in this behalf adjudged to the said Thomas Herod and with his assent according to the form of the Statute in such case made and provided, and that the said Thomas Herod have his Execution thereof. And be the said Thomas Lazarus in Mercy and so forth.

John Fowler to the use of Daniel Davis & Hunt & Smith

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory, at a Superior Court held at the Courthouse in and for the County of Adams, on the second monday in April in the year One thousand Eight hundred and Eleven —

Be it Remembered, That heretofore to wit at a Superior

Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and Eight, John Powden for the use of David Davis, by the John Taylor Esquire his attorney brought into the Court aforesaid his Bill against Abijah Hunt and Elijah Smith being in custody of the Sheriff of Adams County, of a plea of trespass on the case, and thereupon he pledges to prosecute towit John Doe and Richard Roe which said Bill is in the words following towit

Adams County, ss Circuit Court, Adams County
October Term 1808 Vs JJ

Abijah Hunt and Elijah Smith, trading under the firm of Hunt and Smith was attached to answer unto John Powden to the use of David Davis of a plea of trespass on the case; For that whereas the said John Powden by John Taylor his attorney complains for that whereas the said Abijah and Elijah on the fourth day of June in the year of our Lord one thousand Eight hundred and seven, at Natchez in the County aforesaid, made their certain note in Writing commonly called a promissory note, with their proper hands thereto subscribed, bearing date the same day and year aforesaid, and thereby and thereby delivered the said note to the said John Powden, by which said note, the said Abijah and Elijah by the name and style of Hunt and Smith promised to pay to the said John Powden, the sum of Eight hundred and ninety seven dollars for value received in all the month of March next ensuing the date of said note by reason whereof the said Abijah and Elijah became liable to pay the said John Powden the aforesaid sum of Money according to the tenor and effect of said note and being so liable the said Abijah and Elijah in consideration thereof afterwards towit on the day and year first above mentioned at the County aforesaid, undertook and faithfully promised the said John Powden to pay him the said sum of Money according to the tenor and effect of said note. And whereas also the said Abijah and Elijah afterwards towit on the same day and year first above mentioned at the County aforesaid was indebted to the said John Powden for the use of David Davis in other sum of Eight hundred and ninety seven dollars for money by the said Abijah and Elijah before that time had and received to the use of the said John Powden, and being so indebted the said Abijah and Elijah on the day and year first above mentioned, undertook

: aforesaid and faithfully promised the said John Powden to pay the last mentioned sum of Money, when they should afterwards be required, Yet the said Abijah and Elijah not regarding their promise in form aforesaid made, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said John Powden in this particular hath not paid him the said several sums of Money /although to do so, they the said Abijah and Elijah afterwards towit on the first day of April in the Year of our Lord One thousand Eight hundred and Eight at the County aforesaid, by the said John Powden was required / but to pay the same to him hitherto hath refused and still do refuse, to his damage two thousand dollars, and therefore bring Suit &c And the said Defendants by Charles B Green their attorney comes and defends the wrong and injury, when &c and say that they did not promise and assume in manner and form as the said Pltff hath declared against them and for trial put themselves upon the Country &c And the Plaintiff doth the like.

(Afterwards, Court, At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and Eight this Cause was legally continued.

(Afterwards, Court, At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and nine this Cause was legally continued.

(Afterwards Court At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and nine this Cause was legally continued.

(Afterwards Court At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year One thousand Eight hundred and ten this Cause was legally continued.

(Afterwards Court, At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and ten, this Cause was legally continued.

And now at this day Comes (a) Superior Court here at the Court
in and for the County of Adams on the second Monday in April in the
year One Thousand Eight hundred and Eleven before the Judges of the
Territory aforesaid, come as well the said John Powden for the use of Davis
Davis, as the said Hunt & Smith by their respective attorneys aforesaid
and hereupon the said Hunt & Smith by their attorney aforesaid
relinquishing their plea by them above pleaded, say, that they cannot
deny the action of the said John Powden for the use of Davis Davis
nor but they the said Hunt and Smith did undertake and promise
in manner and form as the said John Powden for the use aforesaid
hath above in that behalf alledged. nor but that the said John
Powden for the use of David Davis hath sustained damage by reason
of the non performance of the several promises and undertakings
in the said declaration mentioned to the Thousand and Seventy six
dollars and twenty six cents as by the said declaration is supposed.
And hereupon the said John Powden for the use of David Davis prays
Judgment and his damages, so ascertained together with his costs
and charges by him about his suit in this behalf expended to be adjudged
to him, Therefore it is considered by the Court here that the said John
Powden for the use of David Davis do recover against the said Hunt and
Smith his damages aforesaid in form aforesaid acknowledged, and also
for his costs and
charges by him about his suit in this behalf expended (a) by the
Court now here adjudged to the said John Powden for the use of David Davis with his assent
which said damages, costs and charges amount in the whole to
And for the said Hunt & Smith
in Mercy and so forth.

John Collier vs Robert Moore

Pleas before the honorable Matter Leake
Judge in and
over the Mississippi Territory, at a Superior
Court held at the Courthouse in and for
the County of Adams, on the second Monday
in April in the Year One thousand Eight
hundred and eleven—

Be it Remembered, that heretofore to wit, Nov

Scrivtny sent to the Sheriff of Adams County their writ
the words sent "The Mississippi Territory of the United States
To the Sheriff of Adams County. Greeting." "Whereas
Colter lately in the Late circuit Court of Adams County and
Judgment of the said Court, recovered against Robert Moore for
hundred and twenty six dollars and seventy five cents for his dam
which he had sustained as well by reason of the Nonperformance
certain promises and assumptions by the said Robert Moore to the
said John Colter made as for his costs and charges by him about
his suit in that behalf expended whereof the said Robert Moore
convicted as appears of Record. And now the Court having
regard to that although Judgment thereof is given, Executions and
such further of that Judgment yet remains to be made for the
damages and costs and charges aforesaid. Whereupon the said John
Colter hath begged the Court to grant him a proper remedy in
this behalf, and the Court being willing that what is just and right
should be done, Upon are hereby commanded that by good and
lawful men of your County, you give notice to the said Robert
Moore that he be and appear before the Judges of the Territory aforesaid
at a Superior Court to be holden at the Courthouse in and for
the County of Adams on the Second Monday in April next to shew
cause if any he can why the said John Colter ought not to have
execution for his damages costs and charges aforesaid, and further
to do and receive what the said Court shall then and there consider
concerning him in this behalf And have then there the names
of those by whom you shall give notice and this writ. Witness
the honorable Thomas Rodney Esquire first Judge of the said
Territory at the Town of Washington the Second Monday in October
in the year One thousand Eight hundred and two, and in thirty fifth
year of the Sovereignty and Independence of the United States
Dated April 3. 1811" Upon which said writ the Sheriff of Adams
County to whom the same was directed made the following Return
to wit "Made known to Jos. Moorhead P.S.
And now at this day to wit at a Superior Court held at the Courthouse
in and for the County of Adams on the Second Monday in April
in the Year One thousand Eight hundred and eleven before the Judges
of the Territory aforesaid, came the said John Colter, and the said Robert

Now, although on that day solemnly called, come not but made default. Therefore it is considered, That the said John Caller have his Execution against the said Robert Moore of the Damages costs & charges aforesaid, according to the form and effect of the said recovery by the default of the said Robert Moore, and also the sum of for his costs by him expended in suing out his said writ of Scire facias by the Court now here adjudged to the said John Caller. And be the said Robert Moore in mercy &c. and so forth —

Thomas Clarke vs Ferdinand L. Claiborne

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the second monday in April in the Year one thousand Eight hundred and Eleven —

Be it Remembered That heretofore to wit the Mississippi Territory sent to the Sheriff of Adams their writ closed in these words to wit — "The Mississippi Territory of the United States. To the Sheriff of Adams County, Greeting — Whereas Thomas Clarke lately in the Superior Court for the County of Adams and by Judgment of said Court hath recovered against Isaac Briggs & Samuel Briggs, one thousand and five dollars and sixty 6/a cents for his damages which he has sustained as well by reason of a certain trespass on the Case, done to the said Thomas Clarke, by the said Isaac Briggs and Samuel Briggs as for his costs and charges by him about his suit in that behalf expended, whereof the said Isaac Briggs and Samuel Briggs are convicted as appears of Record and although Judgment thereof is given, yet Execution for the damages yet remains to be executed — And whereas the said Isaac Briggs and Samuel Briggs on the nineteenth day of December in the year one thousand Eight hundred and five in the Circuit Court of Adams County, being taken, arrested and delivered to Ferdinand L Claiborne by the said Sheriff of the County aforesaid by virtue of a writ issuing out of the Court aforesaid in the suit aforesaid by their writing obligatory and sealed with their seals, the date whereof

o the same day and year last aforesaid, acknowledged themselves to be held and firmly bound unto John Burnett in the sum of Eighteen hundred Dollars, to be paid to the said Sheriff, his Execu: tors, Administrators or Assigns when they the said Isaac Briggs Samuel Briggs and Ferdinand L Claiborne should be thereto required, with a condition that if the said Isaac Briggs and Samuel Briggs should appear at the Court aforesaid then next to be holden in and for the County of Adams on the second Monday in April to answer to Thomas Clark, of a plea of trespass on the case, then the said obligation to be void, otherwise to remain in full force and virtue And whereas the said John Burnett Sheriff aforesaid, on the day and year last aforesaid, according to the statute in such case made and provided, assigned to the said Thomas Clark, the writing obligatory aforesaid, and returned the said writing obligatory assigned aforesaid into the said Court, by reason whereof, and by force of the statute in such case made and provided, the said Ferdinand L Claiborne became special Bail and Pledged for the said Isaac Briggs and Samuel Briggs that in case the said Isaac Briggs and Samuel Briggs should be cast in the suit aforesaid, that they should pay and satisfy the cost and condemnation of the Court or render themselves prisoners in execution for the same, or that he the said Ferdinand L Claiborne would do it for him. Never: theless the said Isaac Briggs and Samuel Briggs the damages and cost to the said Thomas Clark have not yet paid or surrendered themselves on that account Prisoners in execution for the same, as the Court have understood by the suggestion of the said Thomas Clark, Whereupon the said Thomas Clark hath besought the Court to grant him his proper remedy in this behalf, and the Court being willing and desirous that what is just and right should be done, You are hereby commanded that by good and lawful men of your County, you give notice to the said Ferdinand L Claiborne that he be and appear before the Judges of the Territory aforesaid at a Superior Court to be holden at the Courthouse of said County on the second monday in april next, to shew cause if any he can, why the said Thomas Clark should not have his execution against him for the Damages and costs aforesaid, according to the form and effect of the said Writing obligatory aforesaid, and to do and receive all & singular what the Court shall then and there consider in this behalf, and have then there this Writ— Witness the honorable Thomas Rodney Esquire first Judge of the Territory aforesaid at the Courthouse of said County, the second Monday in October in the year

one thousand Eight hundred and ten, and in the thirty fifth of the Sovereignty and Independence of the United States of America— Issued March 5. 1811— Whereon which said writ the Sheriff of Adams County to whom the same was directed made the following return towit "Made known" Alexr Calvit D.S.

And now at this day towit, At a Superiour Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year One thousand Eight hundred and eleven, before the Judges of the Territory aforesaid, comes the said Thomas Clark, and the said Ferdinand L Claiborne although on that day solemnly called, comes not but makes default— Therefore it is considered that the said Thomas Clark do recover against the said Ferdinand L Claiborne, the damages costs and Charges aforesaid according to the force form and effect of the said recovery by the default of the said Ferdinand L Claiborne— and also the sum of

for his Costs in suing out his said Writ of Scire facias, by the Court now here adjudged to the said Thomas Clark with his assent. And be the said Ferdinand L Claiborne in Mercy and so forth—

Abram Kirkpatrick v. William Fox.

Pleas before the honorable Walter Leake, Judge in and over the Mississippi Territory, at a Superiour Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year One thousand Eight hundred and Eleven.

Be it Remembered, That heretofore towit at a Superior Court held at the Courthouse in and for the County of Adams, on the Second Monday in October in the Year One thousand Eight hundred and ten, Abraham Kirkpatrick by Jonathan Thompson his attorney, brought into the Court aforesaid his Bill against William Fox, being in the custody of the Sheriff of Adams County, of a Plea of Debt, and there and pledges to prosecute, towit John Doe and Richard Roe, Which said Bill is in the words following towit

Superior Court of Law and Equity, for the Mississippi Territory of the United States, of October Term 1810. Adams County ss.

Abraham Kirkpatrick complaining of William Fox in custody &c of a plea that he render unto him seven hundred and twenty four dollars and twenty cents which to him he owes and from him unjustly

detain &c Wherefore the said William on the Eighth day of October in the Year Eighteen hundred and four, at the County aforesaid by his Bill obligatory, sealed with his Seal and to the Court now here shown, the Date whereof is the same day and Year aforesaid acknowledged himself to be indebted to the said Abraham in the said sum of Seven hundred and twenty four dollars and twenty cents to be paid to the said Abraham and his Heirs and for the payment whereof he bound himself and his Heirs. Nevertheless the said William although the said sum of Money or any part thereof but to pay the same hath hitherto wholly refused and still doth refuse to the damage of the said Abraham of one thousand dollars & thereof he brings Suit— And the said Deft by Charles Bynum his Atty come and defend the wrong and injury when &c and saith that the said Pltff ought not to have and maintain his action against him because he saith he well and truly paid to the said Pltff the said Debt in the Declaration mentioned and all Interest due thereon long before the issuing of the writ in this case, to wit. On the day of 181 and this he is ready to verify Wherefore &c — And the said Abram KirkPatrick replies and says that he ought not to be barred or precluded from having and maintaining his action against the said William Fox, for any thing by him in pleading alledged Because he says that the said William Fox hath not paid the said Debt in the Declaration mentioned & all Interest due thereon, or any part thereof in such manner and form as the said William Fox in pleading hath alledged, & this the said Abram KirkPatrick prays may be inquired of by the Country — And the Deft doth the like. Afterwards to wit at a Superior Court held at the Courthouse in and for the County of Adams on the Second Monday in October in the Year One thousand Eight hundred and two, this Cause was legally continued.

And now at this day to wit, at a Superior Court held at the Courthouse in and for the County of Adams in the second Monday in April in the Year One thousand Eight hundred and eleven, before the Judges of the Superior aforesaid, comes as well the said Abraham KirkPatrick as the said William Fox by their respective attorneys aforesaid, and thereupon the said William Fox by his said attorney relinquishing his said Plea by him above pleaded says that he cannot deny the action of him the said Abraham KirkPatrick, nor but that the said writing obligatory is the act and Deed of him the said William Fox, nor but that he owes to the said Abraham KirkPatrick, the

sum of Seven hundred and twenty four dollars. Whereon it is con-
sidered that the said Abraham Kirkpatrick do recover against
the said William Ford his said Debt, and also
for his damages which he hath sustain-
ed as well by reason of the detention of the said Debt as for
his costs and charges by him about his suit in this behalf expend-
ed by the Court now here adjudged to the said Abraham Kirkpatrick
with his assent— and be it the said William Ford in Mercy &c
&c forth—

John McAllister & Lavender Exrs

Pleas before the honorable Walter Leake
Judge &c and over
the Mississippi Territory, at a Superior Court
held at the Courthouse in and for the County of Adams,
on the second Monday in April in the year one thousand
Eight hundred and Eleven.

Be it Remembered, That heretofore to wit The
Mississippi Territory sent to the Sheriff of Adams County, their
writ closed in these words to wit—

The Mississippi Territory of the United States.

To the Sheriff of Adams County Greeting. Whereas John McAllister
Lately in the late Circuit Court, and by Judgment of the said Court
hath recovered against John Nicholls and Wife Executors of the
last will and testament of Anderson Lavender deceased one
hundred and Eighty Eight dollars and seventy and a half
cents for his costs and charges which he had sustained as well by
reason of the Nonperformance of certain promises and undertakings
by the said Anderson Lavender in his lifetime made as for his costs
and charges by him about his suit in that behalf expended, whereof
the said John Nicholls and Wife Executors as aforesaid are
convicted as appears of Record, and now the Court having understood
that although Judgment thereof is given, Execution and Satisfaction
of that Judgment yet remains to be made, for the damages, costs
and charges aforesaid, Whereupon the said John McAllister hath
besought the Court to grant him his proper remedy in this behalf
and the Court being willing that what is just and right should
be done, you are hereby commanded that by good and lawful
Men of your County, you give notice to the said John Nicholls and
Wife

Execution as aforesaid that they be and appear before the Judges of the Territory aforesaid at a Superior Court to be holden at the Courthouse in and for the County of Adams on the second Monday in April next to shew cause if any they can, why the said John McAllister ought not to have Execution for his damages Costs and charges aforesaid, and further to do and receive what the said Court shall then and there consider concerning them in this behalf. And have then there the Names of those by whom you shall give notice and this Writ Witness The honorable Thomas Rodney Esquire first Judge of the said Territory at the Courthouse of said County the second Monday in October in the Year one thousand Eight hundred and ten, and in the thirty fifth Year of the Sovereignty and Independence of the United States of America. Issued April 3. 1811. Upon which said Writ the Sheriff of Adams County to whom the same was directed made the following return Viz "Made known" Jos. Bradford Jr. Sheriff

And now at this day Viz at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and eleven, came the said John McAllister, and the said John Nicholl and Wife although on that day solemnly called, came not, but made default Whereupon it is considered that the said John McAllister have his Execution against the said John Nicholl, and Wife Executrix of the last will and Testament of Anderson Lavender, deceased, of the damages costs and charges aforesaid, according to the force form and effect of the said Recovery, by the default of the said John Nicholl and Wife, Executrix aforesaid. and also the sum of

for his costs by him expended in suing out his said Writ of Scire facias, by the Court now here adjudged to the said John McAllister, with his assent And is the said John Nicholl and Wife Executrix as aforesaid, in Mercy and so forth—

Present Williams, Joseph Bloomfield, Geo. Newman, & Wm Brooks—

Well before the Honorable Walter Lowrey Judge in and over the Mississippi Territory, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and eleven.

Be it Remembered That heretofore to wit, at a Superior Court held at the Courthouse in and for the County of Adams on the Second Monday in October in the Year one thousand eight hundred and ten, Yeuell Williams by Cowles Mead his attorney brought into the Court aforesaid his Bill against Joseph Newman, George Newman and William Brown, being in custody of the Sheriff of Adams County, of a Plea of Debt, Which said Bill is in the words following to wit "Adams County to wit Joseph Newman, George Newman, and William Brown, late of the County of Adams were attached to answer Yeuell Williams of a Plea that they render unto him one thousand and fifty dollars, which they owe and unjustly detain from him &c and whereupon the said Yeuell by Enoch his attorney says that Whereas the said Joseph George and William on the nineteenth day of March in the Year of our Lord one thousand Eight hundred and Eight, at Natchez, that is to say at the County of Adams aforesaid, made their certain note in writing commonly called a promissory note, with their own proper hands thereto affixed, bearing date the same day and year aforesaid, and thereby promised that they or either of them would pay to the said Yeuell by the name of Yeuell Williams, the said sum of One thousand and fifty dollars, on the first day of January next, to wit on the first day of January in the Year of our Lord one thousand Eight hundred and nine, for value received by them the said Joseph, George and William, and them and there delivered the said note to the said Yeuell, whereby and by reason whereof the said Joseph George and William became liable to pay to the said Yeuell the said sum of Money mentioned in the said note, according to the tenor and effect of the said note, and being so liable they the said George, Joseph, & William in consideration thereof afterwards, that is to say, on the day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said Yeuell to pay him the said sum of money mentioned in the said Note according to the tenor and effect of the said note. Nevertheless the said Joseph, George & William altho. often requested, at the County aforesaid, hath not yet paid the said sum of Money to the said Yeuell but to pay the same hath refused and still doth refuse, to the damage of the said Yeuell fifteen hundred dollars, & therefore he brings suit and so forth. And the said Yeuell brings into Court the writing obligatory aforesaid, sealed with the seal of the said Joseph George & William, which testifies the Debt aforesaid, in form aforesaid, the date whereof is the day and year aforesaid and so forth.

And the said Defendant comes and defends the wrong and injury and craves oyer of the original Writ and it is read to him in the words "The Mississippi Territory of the United States to the Sheriff of Adams County Greeting: You are hereby commanded without delay to take Joseph Newman, George Newman, and William Brooks wheresoever they may be found in your County and them safely keep, so that you have their bodies before the Judges of the Territory aforesaid at a Superior Court to be holden in and for the County of Adams on the second Monday in October next to answer to Yeuell Mellroy of a plea that they render unto him the sum of One thousand and fifty dollars which they owe and unjustly detain from him to damage fifteen hundred dollars and have there this writ. Witness the Honorable Thomas Rodney, Esquire, Joint Judge of the Territory aforesaid, at the Courthouse of said County, the second Monday in april in the year of our Lord one thousand Eight hundred and ten, and in the thirty fourth year of the Sovereignty and Independence of the United States of America.

Issued, the 23. day of June 1810.

Theodore Stark

and the Indorsment of the cause of action thereon, and it is read to them in these words. "This action is founded on Defendants joint and several note for one thousand and fifty dollars under seal dated 19th day of March 1808 ~~and made~~ payable on the first day of January next, to wit, the first day of January 1809 with a credit thereon of one hundred and sixty five dollars and seventy five cent, dated the 17 Apl 1810. Crawley Mead Pltfs Atty"

which being read and heard, the said Defendants pray judgment of the said Writ because they say that in the said Indorsment of Writ there is a material variance between the same and the Declaration founded on said, Writ, in this that the Court here cannot thereupon for that variance the said Defendants pray judgment of the said Writ, that it may be quashed &c. Richeson Atty for Defts.

And the said Yeuell by Mead his Atty says that the said Declaration and the matters therein contained are sufficient in law for the said Yeuell to maintain his aforesaid action thereof against the said Joseph George and William, which said Declaration and the matters therein contained is ready to verify, and pray as the Court shall award, and because the said Joseph, George and William hath not answered the said declaration nor in any wise denied the same, the said Yeuell prays Judgment and his Debt together with his damages by reason of the detention of that Debt to be awarded to him. &c.

And now at this day to wit, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year One thousand Eight hundred and eleven, before the Judges of the Territory aforesaid. come as well the said Yeuel Williams as the said Joseph Newman, George Newman and William Brooks by their respective attorneys aforesaid, and thereupon the said Joseph Newman, George Newman and William Brooks, by their said attorney, withdrawing their said Demurrer, say that they cannot the action of the said Yeuel Williams, nor but the said writing obligatory is the act and Deed of them the said Joseph Newman, George Newman, and William Brooks. nor but they owe to the said Yeuel Williams the sum of One thousand and twenty seven dollars and Seventy six cents, as by the said declaration is supposed. Therefore it is considered that the said Yeuel Williams do recover against the said Joseph Newman, George Newman and William Brooks, his said Debt and also

for his damages which he hath sustained as well by reason of the detention of his said Debt as for his costs and charges by him about his suit in that behalf expended by the Court now here adjudged to the said Yeuel Williams with his assent. And be the said Joseph Newman, George Newman, and William Brooks in mercy and so forth—

John Wilkins & James C. Wilkins ex Palser Shilling's Executors

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year One thousand Eight hundred and eleven.

Be it Remembered, That heretofore to wit at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and eleven, John Wilkins junior and James C. Wilkins, by Lay man Harding his Attorney, brought into the Court aforesaid their Bill against John Steele Executor of the last will and testament of Palser Shilling deceased, being in custody of the Sheriff Adams County, and thereupon are pledges to prosecute to wit John Doe and Richard Roe, which said Bill is in

the words following towit "Superior Court of Law and E
for the Mississippi Territory, of April Term in the year o
hundred and eleven, Adams County ss. John Millin
and James & Millins complain of John Steele Executor of the
last will and testament of Peter Shelling deceased in cus
&c For that Whereas at the time of making the promises hereinaf
mentioned the said Plaintiffs were Partners in trade dealing
together under the name firm & Style of James & Millins & Compy
and also Whereas the said Defendant as such Executor on the seve
day of March in the Year of our Lord One thousand hundred
and eleven at the County aforesaid was indebted to the said
Plaintiffs in the sum of One thousand three hundred and sixty
three dollars & eighteen cents, for divers goods, Wares and Merchan:
: dizes, by the said Plaintiffs before that time sold and deli:
: vered to the said Defendant and at his special instance and
request, and being so indebted he the Defendant in consideration
thereof, afterwards towit, on the same day and year last afore:
: said, at the County aforesaid, undertook and faithfully
promised the said Plaintiffs to pay them the said sums of Money
when he the said Defendant Executor as aforesaid should be after:
: wards thereto requested - And Whereas also, afterwards towit, on
the same day and year last at the County aforesaid, in consi:
: deration that the said Plaintiffs at the like special instance
and request of the said Defendant had before that time, sold and
delivered to the said Defendant divers other goods Wares and Mer:
: chandizes the said Defendant then and there undertook and
faithfully promised the said Plaintiffs to pay them so much
Money as the said goods, Wares, and Merchandizes, last mentioned
were reasonably worth, at the time of the sale and delivery thereof
when he the said Defendant should be afterwards thereto requested
and the said Plaintiffs aver that the said Goods Wares and
Merchandizes last mentioned were reasonably worth other one
thousand, three hundred sixty three dollars, eighteen cents, at
the time of the sale and delivery thereof, towit at the County
aforesaid, whereof the said Defendant Executor as aforesaid then
and there had notice - Nevertheless the said Defendant his
several promises and undertakings aforesaid, in form aforesaid
made not in the least regarding the aforesaid several sums of Money
or any part thereof, to the aforesaid Plaintiffs hath not yet
paid, although to pay the same the said Defendant hath been
often required, but to pay the same to the said Plaintiffs hath hitherto
altogether refused, and still doth refuse to pay the same to the said

Plaintiffs to their damage two thousand five hundred dollars and thereupon they bring suit &c

Afterwards towit, at a Superior Court held at the Court house in and for the County of Adams, on the second monday in April in the Year One thousand Eight hundred and eleven, at which day before the Judges of the Territory aforesaid came the said John & James & McRiris by their attorney aforesaid. And here upon the said John Steele Executor of the last Will and testament of Palser Shilling deceased, by Jonathan Thompson his attorney comes and defends the wrong and injury when and &c forth, and says that he cannot deny the action of the said John and James & McRiris, nor but that he the said John Steele Executor as aforesaid did undertake and undertake and promise in manner and form as the said John and James & McRiris have above thereof alleged nor but that the said John and James & McRiris have sustained damages to thirteen hundred and sixty three dollars and Eighteen cents as by the said declaration is supposed. Therefore it is considered that the said John and James & McRiris do recover against the said John Steele, Executor of the last will and testament of Palser Shilling deceased, their damages aforesaid in form aforesaid acknowledged, and also

for their costs and charges by them about their suit in this behalf expended, by the Court now here adjudged to the said John, and James & McRiris, to be levied of the goods and chattels which were of the said Palser Shilling at the time of his death, in the hands of the said John Steele as Executor as aforesaid, to be administered, if he hath so much thereof in his hands to be administered which said damages, Costs and charges amount in the whole to

— &c —

and

by the said John Steele Executor as aforesaid in Mercy and &c forth. —

James Bell & John Pratton—

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and eleven

375

Be it Remembered, That heretofore to wit, at a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in October in the Year one thousand Eight hundred and six, Jame Bell, by Seth Lewis, his attorney brought into the Court aforesaid, his Bill against John Watton, being in custody of the Sheriff of Adams County, of a plea of trespass on the Case, Which said Bill is in the words following to wit, " Adams County Court, Circuit Court, October Term 1806

Jame Bell by his Attorney Seth Lewis complains of John Watton, in custody &c of a plea of trespass on the case, &c. for that Whereas the said Jame on the first day of June, in the Year of our Lord one thousand seven hundred and ninety nine, at the County of Adams aforesaid, was possessed of a certain negro Woman Slave, named Belinda, of the value of six hundred dollars, as of his own proper Goods and chattels, and being so thereof possessed he the said Jame afterwards to wit, the same day and Year aforesaid at the County aforesaid came by finding to the hands and possession of the said John Yet the said John, well knowing the said Negro Woman Slave, to be the Slave of the said Jame, and to him of right to belong, and appertain, but contriving and fraudulently intending to deceive and defraud the said Jame in this behalf, hath not as yet delivered the said Negro Woman to the said Jame, although he often requested so to do, but on the contrary thereof he the said John afterwards to wit on the same day and Year aforesaid, at the County aforesaid, converted and disposed of the said Negro Woman Slave to his own use, to the damage of the said Jame one thousand five hundred dollars and therefore he brings his suit &c — And the said John Watton by Hyman Harding comes and defends the wrong and injury when &c & says he is not guilty in manner and form as the Plff in his declaration hath alledged & hereof for trial he puts himself upon the Country — And the Plff doth the like — Afterwards to wit at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and six this Cause was legally continued —

Afterwards to wit at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in

April in the Year One thousand Eight hundred and seven
this Cause was legally continued.
Afterwards to wit, at a Circuit Court held at the Courthouse
in and for the County of Adams on the second Monday in October
in the Year One thousand Eight hundred and seven, this Cause
was legally continued. Afterwards to wit, at a Circuit
Court held at the Courthouse in and for the County of Adams
on the second Monday in April in the Year One thousand Eight
hundred and Eight, this Cause was legally continued. Afterwards
to wit, At a Circuit Court held at the Courthouse in and for
the County of Adams on the second Monday in October in the
Year One thousand Eight hundred and Eight this Cause
was legally continued. Afterwards to wit, at a Circuit Court
held at the Courthouse in and for the County of Adams on the
second Monday in April in the Year One thousand Eight
hundred and nine, this Cause was legally continued. Afterwards to wit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and nine, this Cause was legally continued — Afterwards by virtue of the Statute of the General Assembly in such case made and provided, this Cause was transferred from the Circuit Court aforesaid, into the Superior Court in and for the County of Adams on the second Monday in April in the Year One thousand Eight hundred and ten, which Cause was legally continued. — Afterwards, to wit at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and ten, this Cause was legally continued —

Afterwards it is commanded, That the Sheriff of Adams County do summon thirty six good and lawful men of his County, according to the directions of the Statute of this General Assembly in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court to be holden at the Courthouse in and for the County of Adams at the second Monday in April in the Year One thousand Eight hundred and eleven, by whom and so forth, and whereupon and so forth, to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid, there and so forth — At which day before the Judges of the Territory aforesaid, at a Superior Court then and there held, come as well the said Jamey Bell as the said John Malton, by their respective Attorneys aforesaid, And the Jurors

of which mention is above made, being called certain of them to wit Richard Sessions, James Grafton, Samuel McCarty one John Callahans, James Gilbert, James Stout, Joel Pate, David Reed Daniel Fowler, James Montgomery, Levi Whittington, Royal Reed, who being impannelled, tried and sworn to speak the truth concerning the Matters within contained, say upon their oath, that the said John Patton is not guilty of the trover and conversion in the said James Bell hath alledged against him, Therefore it is considered that the said James Bell be in mercy for his false claim, whereof the said John Patton is acquitted by the Jurors aforesaid, and the said John Patton go thereof without day And that the said John Patton do recover against the said James Bell the sum of for his costs and charges by him about his defence in this behalf expended, by the Court now here adjudged to the said John Patton, with his assent according to the form of the Statute in such case made and provided

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Margaret & Mary Kinlaw vs Joseph Harrison.

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the Year one thousand Eight hundred and seven.

Be it Remembered, That heretofore to wit at a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in October in the Year one thousand Eight hundred and seven, Margaret Kinlaw and Mary Kinlaw by George Poindexter and John Taylor, Esquires their attorneys, brought into the Court aforesaid their Bill against Joseph Harrison, being in custody of the Sheriff of Adams County, of a plea of trespass on the case, Which said Bill is in the words following to wit,

Mississippi Territory, Adams County ss. In the Circuit Court Term 1807. Margaret Kinlaw and Mary Kinlaw

complaint of Joseph Harrison in custody &c of a Plea of t
on the case. &c For that whereas the said Margaret and Mary
on the day of in the Year one thousand Eight hund
and at Natchez in the County of Adams were poss
: sed of a certain Negro Boy named Cain, of the value of
dollars as of their own proper Goods and Chattels, and
being so possessed thereof, the said Margaret and Mary afterwards
that is to say, on the same day and Year aforesaid, at Natchez
aforesaid, casually lost the said Negro Boy, Cain out of their
hands and possession, which said Negro Boy Cain, afterwards
towit, on the same day and Year aforesaid, came to the hands
and possession of the said Joseph by finding. Yet the said
Joseph well knowing the said Negro Boy Cain, to be the property
of them the said Margaret and Mary and of right to belong
to them, but fraudulently intending and devising to deceive
and defraud the said Margaret and Mary of the said Negro
Boy Cain, hath not delivered the said Negro Boy Cain, to the
said Margaret and Mary or to either of them - altho often
requested so to do, but afterwards that is to say, on the day of
in the Year aforesaid, at Natchez aforesaid, converted
and disposed of the said Negro Boy Cain to his own use, to the
damage of the said Margaret and Mary dollars
and therupon they bring suit &c - And the said Joseph
Harrison by Wm B. Shields his attorney, comes and defends the
force &c and for Plea saith, that he is not guilty in manner
and form as the Plaintiff against hath complained, and
of this he puts himself upon the Country - Wm B Shields
And the Plaintiff doth the like -

Afterwards towit at a Circuit Court held at the
Courthouse in and for the County of Adams, on the second
Monday in October in the Year one thousand Eight hun
: dred and seven, this Cause was legally continued
Afterwards towit At a Circuit Court held at the
Courthouse in and for the County of Adams on the second
Monday in April in the Year one thousand Eight hundred
and Eight, this Cause was legally continued -
Afterwards towit At a Circuit Court held at the Court
: house in and for the County of Adams, on the second Monday
in October in the Year one thousand Eight hundred and

Eight, this cause was legally continued.

Afterwards towit, at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and nine, this cause was legally continued.

Afterwards towit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and nine, this cause was legally continued.

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid, in such case made and provided, this cause was transferred from the Circuit Court aforesaid into the Superior Court in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and ten, which cause was legally continued.

Afterwards to wit at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and ten, this cause was legally continued.

Afterwards it is commanded, that the Sheriff of Adams County do summon thirty good and lawful Men of his County according to the direction of the act of Assembly in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court to be holden at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and eleven, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid there and so forth,

At which day, before the Judges of the Territory aforesaid, at a Superior Court then and there held, came as well the said Margaret and Mary Kinslow as the said Joseph Manning by their respective attornies aforesaid, and the Jurors of the Jury of which mention is above made being called certain of them came towit Richard Sefrins, James Grafton, Samuel Montgomery, John Callihan, James Gilbert, James Stout, Joel Pate, Daniel Fowler, James Montgomery, Levi Whitington, Royal Pace, and Robt H Morrow, who being

unpannelled; tried and sworn to speak the truth concerning the Matter within contained, say upon their oath that the said Margaret and Mary Kinslaw at the time mentioned in the declaration aforesaid was possessed of the Negro aforesaid, as of their own proper good and Chattels, and that the said Joseph Harrison is guilty of the trover and conversion in manner and form as is alledged in the said Declaration, and upon the damages over and above their costs and Charges to four hundred dollars- Therefore it is considered by the Court here, that the said Margaret and Mary Kinslaw do recover against the said Joseph Harrison their damages aforesaid by the Jury aforesaid in form aforesaid assessed and also for their Costs and Charges in and about prosecuting their suit in that behalf with their appeart adjudged- which said damages Costs and Charges amount in the whole to

And be the said Joseph Harrison in Mercy and so forth —

Randal Gibson vs Robert Williams

Pleas before the honorable Walter Leake, Judge in and over the Mississippi Territory, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and eleven, ——

Be it Remembered, That heretofore to wit, at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and nine, Randal Gibson by Mead & Shields his attorneys, brought into the Court aforesaid his Bill against Robert Williams, being in custody of the Sheriff of Adams County, of a plea of breach of Covenant, and there are Pledges to prosecute to wit John Doe and Richard Roe, which said Bill is in the words following to wit " Mississippi Territory, Adams County, In the Circuit Court, October Term 1809-

Randal Gibson complains of Robert Williams in custody &c. of a Plea of breach of Covenant, For this to wit, That whereas by certain articles of agreement made at the Town of Washington, in

County of Adams and Territory aforesaid, on the fourteenth day of November in the Year one thousand Eight hundred and seven. Between the said Robert by the name of Robert Mc: Liany Governor of the Mississippi Territory, and the said Randal by the name of Randal Gilrow, of the said Territory which said article of agreement, sealed with the seal of the said Robert, the said Randal produces here in Court, the date whereof is the same day and year aforesaid, The said Randal for the consideration in the said article of agreement mentioned, had granted, bargained and sold, and by the same article of agreement, did then and there grant, bargain and sell unto him the said Robert Williams a certain tract of Land adjoining the Town of Washington aforesaid, in the County aforesaid containing three hundred and twenty or thirty acres be the same more or less, and did then and there by the same article of agreement, give unto him the possession of the said tract of Land; And the said Robert Williams did covenant promise and agree to and with the said Randal by the said article of agreement, that he the said Robert would well and truly pay unto the said Randal the following sums of Money, that is to say One thousand dollars in the Month of March of the Year One thousand Eight hundred and eight, one thousand five hundred dollars in the month of March One thousand Eight hundred and nine, and one thousand five hundred dollars in the month of March in the Year One thousand Eight hundred and ten, as by the same article of agreement among other things will more fully appear, By virtue of which said article of agreement the said Robert afterwards towit on the same day and year in the said article of agreement named, into the said tract of Land entered, and was thereof possessed always from thence, after and until the present time, and also the said Randal always from the said time of making said article of agreement hath well and truly performed and fulfilled all and singular the Covenants, grants and agreements, in the article of agreement aforesaid contained, on the part of him the said Randal to be performed and fulfilled, in fact the said Randal says that on the first day of April in the Year 1808, the said sum of one thousand dollars was in arrear and unpaid, and that the said Robert did not pay the said Randal the said one thousand dollars at the

day and that on the first day of april 1809 the said other sum
of One thousand five hundred became in arrear and was unpaid
and that the said Robert did not pay the said Randal the said
sum of one thousand five hundred dollars at that day, which said
several sum of money, the said Robert ought to have paid to the
said Randal at those several days according to the form and
effect of the article of agreement aforesaid, but those several sums
of money are yet unpaid and so the said Randal says that the
said Robert altho. often requested, his covenant and agreement with
the said Randal, made, hath not kept, but hath unjustly broken
and hath hitherto wholly denied, and yet doth deny to keep it
with him, to the damage of him the said Randal, four thousand
dollars, and therefore he brings suit &c — And the said Def.
defendant by Charles Brown his atty comes and defends the
wrong and injury when &c and craves oyer of the articles of agree-
ment set forth in the Plff's declaration, and it is read to him
in the words and figures following towit "Articles of agreement
between Robert Williams Governor of the Mississippi Territory and
Randal Gibson of said Territory relative to the purchase of a tract
of Land, towit, the said Gibson sells to said Williams a tract of
Land adjoining the Town of Washington, containing three hundred
and twenty or thirty acres be the same more or less, and has put
him in possession of the same, The said Williams is to make
the following payments towit, One thousand dollars in the Month
of March in the year 1808, One thousand five hundred dollars
in the Year 1809 and one thousand five hundred dollars in the
Month of March one thousand eight hundred and ten, after
which the said Gibson is to convey all the right title & Interest which
he has or ever had in and to said tract of Land unto the said
Williams, for the faithful performance whereof he binds himself
his Heirs Executors &c In Witness Whereof we Robert Williams
and Randal Gibson aforesaid have signed our names and affixed
our Seals this 14. day of November in the year 1807
Signed, Sealed and delivered in presence of Robert Williams [Seal]
David Gibson — Randal Gibson [Seal]"
which being read and heard, the said Defendant saith that the
said Plff ought not to have or maintain his said action thereof
against him, because he saith that he hath not broke the said
Covenants in the said declaration mentioned or any or either of them
in manner and form as the said Plff hath in his said declaration
alleged against him, and of this he puts himself upon the

Country &c and the Pltff also Sheildes for Pltff
for further Plea in this behalf according to the form of the
Statute in such case made and provided, by leave of the Court
here first had, and obtained the said Deft saith that the said
Pltff ought to have and maintain his said action thereof against
him because he saith that he hath well and truly kept and performed
all and singular the Covenants on his part to be kept and performed
in and by said article of agreement, and this he is ready to verify.
Wherefore he prays Judgment whether the said Pltff ought to have
& maintain his said action thereof against him, &c And for fur-
ther Plea in this behalf by leave of the Court here first had and
obtained according to the form of the Statute in such case made and
provided, the said Deft saith that the said Pltff ought not to have
and maintain his said action thereof against him because he saith
that the said Pltff did not, after the making of the said article of
agreement put the said Deft in possession of the said premises men-
tioned and described in the said article of agreement, the, often
requested so to do by the said Defendant to wit on the day of
1807 in the County aforesaid, but he the said Pltff refused to do
the same, contrary to the true and effect of the said article of
agreement, and the Covenant of the said Pltff, and such covenant
of him the said Pltff being a condition precedent to the performance
of the Covenant
of the said Deft he the said Deft should not be bound to the per-
formance of his Covenants on his part to be kept and performed
until the said Pltff hath kept and performed his Covenant in all
things on his part to be kept and performed, and this the said Deft
is ready to verify &c Wherefore he prays Judgment whether the
said Pltff ought to have and maintain his said action thereof against
him &c Chl Green atty for Deft — And the said Randal
as to the second Plea of the said Robert in that behalf pleaded, saith
that by any thing therein alledged he ought to be barred of his
action aforesaid against him, because he saith that the said
Robert hath not well and truly kept and performed all and
singular the covenants on the part of him the said Robert to be
kept and performed in the said article of agreement but that
the said Robert hath broken the same, in this towit that the
said Robert did not pay unto the said Randal the sum of
one thousand dollars, on the first day of April 1808, as by the
said article of agreement in the said Randals declaration mentioned
he ought to have done, and in this towit, That the said Robert

did not pay unto the said Randal the said sum of one thousand five hundred dollars, on the first day of april in the year 1809 as by the said articles of agreement in the said Randall's declaration mentioned, he ought to have done, and this he prays may be enquired of by the Country &c — Deft also Green for Deft. And as to the third plea of the said Robert in that behalf above pleaded, the said Randal says that he ought not to be barred of his aforesaid action, against him because he saith that he did after the making of the said articles of agreement in his said declaration mentioned that is to say, on the day in the said articles of agreement mentioned, in the year 1809 and according to the tenor and effect of the said articles of agreement put the said Robert in peaceable and quiet possession of the said premises in the said articles of agreement mentioned, and this he prays may be inquired of by the Country &c — Deft also. Green for Deft. Shields for Plff.

Afterwards, towit, At a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in October in the year one thousand Eight hundred and nine, this cause was legally continued —

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid in such cases made and provided. This cause was transferred from the Circuit Court aforesaid into the Superior Court in and for the County of Adams on the second Monday in april in the year one thousand Eight hundred and ten, which Cause was legally continued —

Afterwards, towit, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year One thousand Eight hundred and ten, this cause was legally continued —

And now at this day towit, at a Superior Court held at the Courthouse in and for the County of Adams on the second in april in the year one thousand Eight hundred and eleven, At which day before the Judges of the Territory aforesaid, came as well the said Randal Gilstrap, as the said Robert Williams by their attorney aforesaid, and thereupon the said Robert Williams, by his said attorney, relinquishing his said plea by him above pleaded says, that he cannot deny the action of the said Randal Gilstrap nor but that he hath broken the covenant mentioned in the said writing aforesaid, in manner and form as the said Randal Gilstrap

above against him hath complained, nor doRenise but that the said Randal Gibson hath sustained damages by reason of the Covenant aforsaid to two thousand four hundred and thirty dollars as the said Randal Gibson above by declaring suppose, Whereupon the said Randal Gibson prays Judgment and those damages above acknowledged- Therefore it is considered that the said Randal Gibson do recover against the said Robert Williams his damages aforsaid in form aforesaid confessed by reason of the breach of the Covenant aforesaid and also-

by the Court here to the said Randal Gibson with his assent adjudged for his Costs and charges by him about his suit in this behalf laid out and expended- And be the said Robert Williams in Mercy and so forth—

Ellis, Wood & Co. vs John Grantt

Pleas before the honorable Matter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year one thousand Eight hundred and eleven-

Be it Remembered, That heretofore to wit at a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year one thousand Eight hundred and seven, Armstrong Ellis, John Wood and William King, Merchants, trading and using commerce in company under the Style of Ellis Wood & Co by J Duncop their Attorney brought into the Court aforesaid their Bill against John Grantt being in custody of the Sheriff of Adams County, of a plea of trespass on the case, which said Bill is in the words following to wit—

Mississippi Territory, Adams County.

Armstrong Ellis, John Wood and William King, Merchants trading and using commerce in company under the style and firm of Ellis Wood & Co complain of John Grantt in custody &c of a plea of trespass on the case, For that Whereas on the twenty first day of January in the year of our Lord one thousand Eight

at Natchez to wit in the County aforesaid a certain Jacob Flaharty according to the custom of Merchants made and drew his certain Bill of exchange in writing with his own proper name thereto subscribed, bearing date the same day and year aforesaid upon and directed to the said Girault by the name and title of Colonel John Girault, of Natchez, and thereby requested the said Girault to pay to the said Ellis Wood & Co. by the name of Ellis Wood & Co. or order, at nine months sight, the sum of five hundred and twenty four dollars and eleven cents, value rec'd of them, and they and there delivered the said Bill of Exchange to the said Ellis Wood & Co., which said Bill he the said Girault afterwards to wit, on the twenty fourth day of March in the year aforesaid, in the County aforesaid accepted, payable in all the month of March, in the Year of our Lord one thousand eight hundred and six, by vartue whereof, and by force of the customs and the law of Merchants the said Girault became liable to pay to the said Ellis Wood & Co. the said sum of money in the said Bill of Exchange specified, according to the effect of the said Bill, and of the aforesaid acceptance thereof, and being so liable the said Girault in consideration thereof afterwards to wit, on the day and year last aforesaid, at the County aforesaid, undertook and promised the said sum of Money in the said Bill mentioned when he should be thereto afterwards requested. And whereas also afterwards to wit, on the day and year last aforesaid at the County aforesaid, the said Girault was indebted to the said Ellis Wood & Co. in other the sum of five hundred and twenty four dollars and eleven cents, for the like sum of money by the said Girault, before that time had and received to the use of the said Ellis Wood & Co. and being so indebted the said Girault in consideration thereof afterwards to wit, on the day and year aforesaid, at the County aforesaid undertook and promised the said Ellis Wood & Co. to pay them the said last mentioned sum of Money, when he should be thereto afterwards requested. Whereas the said Girault (altho' often requested) hath not yet paid the said several sums of money, or any part thereof, to the said Ellis Wood & Co. or to either of them but to pay the same, the said Girault hath hitherto refused and still doth

to the damage of the said Ellis Wood &c dollars and therefore they bring suit &c — And the said Grant in his proper person comes and defends the wrong and injury when &c and says he did not assume and promise in manner and form as the said Plaintiffs in their declaration have alleged and being for trial he puts himself upon the Country — J Grant — and the Pffs doth like —

Afterwards to wit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and seven, this Cause was legally continued —

Afterwards to wit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and seven, this Cause was legally continued —

Afterwards to wit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and eight this Cause was legally continued —

Afterwards to wit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and eight this Cause was legally continued —

Afterwards to wit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and nine this Cause was legally continued —

Afterwards to wit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and nine this Cause was legally continued —

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid, this Cause was transferred from the Circuit Court aforesaid, into the Superior Court in and for the County of Adams on the second Monday in April in the Year

One thousand Eight hundred and ten, which Cause was legally continued

Afterwards towit at a Superior Court held at the Courthouse and for the County of Adams, on the second Monday in October in the year one thousand Eight hundred and ten this Cause was legally continued —

And now at this day that is to say, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and eleven, before the Judges of the Territory aforesaid and hereupon come the said Armstrong Ellis and John Wood by their attorney aforesaid, come and give the Court here to understand and be informed that since the last continuance of this Cause, and before this Court, on the day of in the year the said William King died, and the said Armstrong Ellis and John Wood thus survived him which the said John Garrett does not deny but admits the same to be true —

Afterwards it is commanded, that the Sheriff of Adams County do summon thirty six good and lawful Men of his County, according to the directions of the act of assembly in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court to be holden at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and eleven, by whom and so forth, and whether and so forth, the recognize and so forth, became as well and so forth, the same day is given to the parties aforesaid there and so forth — At which day before the Judges aforesaid come as well the said Armstrong Ellis and John Wood by their attorney aforesaid, as the said John Garrett in his own proper person, And the Jurors of which mention is above made being called, certain of them came towit Richard Jefferson Jordan Johnson, Robert Bashford Thomas Rowan Shadrick Porter John Slowey Jno M Bryant John Curtis, Thomas Linton James Grafton, Daniel Fowler, William Bowles — who being empannelled, tried and sworn to speak the truth concerning the matter within contained, say upon their oath that the

said John Grantt did undertake and promise in manner and form as the said Armstrong Ellis and John Wood have above thereof complained against him, and thus upon the damages of the said Armstrong Ellis and John Wood by reason of the nonperformance of the said several promises and undertakings in the said Declaration mentioned to six hundred and seventy four dollars and forty and one fourth cents &c. Therefore it is considered that the said Armstrong Ellis and John Wood do recover against the said John Grantt their damages aforesaid, by the Jury aforesaid in form aforesaid assessed and also for their costs and charges by them about their suit in this behalf expended by the Court here adjudged to the said Armstrong Ellis and John Wood with their assent. And be the said John Grantt in mercy and &c forth—

William H. Shipman vs Robert Moore.

Pleas before the honorable Walter Leake, Judge in and over the Mississippi Territory, at a Superior Court held at the Court house in and for the County of Adams on the second Monday in April in the year one thousand eight hundred and eleven—

Be it Remembered, That heretofore to wit at a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year one thousand Eight hundred and nine, William H Shipman by Turner his attorney; brought into the Court aforesaid, his Bill against James Moore and Robert Moore, being in custody of the Sheriff of Adams County, of a plea of Debt. Which said Bill is in the words following to wit

Adams County Jct. April Term 1809. William H Shipman complains of James Moore and Robert Moore in custody &c of a

Plea of Debt, that they render unto him the sum of 15730 dollars which to him they owe and from him unjustly detain, for that whereas the said Defendants on the 26. day of June 1806. in the County aforesaid by their certain writing, sealed with their Seals and to the Court now here shown, the date whereof is on the day and year aforesaid, did bind and oblige themselves to pay the said Plaintiff the sum of Fifteen thousand seven hundred and thirty dollars, whenever afterwards they should be thereto required— Nevertheless the said Defendants although often required, the said mentioned sum did not pay the said Plaintiff: but the same to him, to pay hitherto hath refused and still do refuse to his damage $10.000, and therefore he brings suit &c

And the said James and Robt by Lyman Harding their Attorney come and defend the wrong and injury when &c and crave oyer of the said writing obligatory and it is read to them in these words that is to say, "Know all men by these Presents That we James Moore and Robert Moore, both of the County of Adams and Mississippi Territory are held and firmly bound unto William H Shipman of the City of New York in the State of Maryland in the sum of Fifteen thousand seven hundred and thirty dollars, lawful money of the United States, to be paid to the said William H Shipman his certain attorney, Executors, Administrators or Assigns, to which payment well and truly to be made we do bind ourselves and each of us and Each of our Heirs Executors and administrators jointly and severally for and in the whole firmly by these Presents, Sealed with our Seals dated 26. day of June 1806." They likewise crave oyer of the condition of said writing obligatory, and it is read to them in these words, that is to say, "The Condition of this obligation is such that if the above bound James Moore and Robert Moore or Either of them, their, or Either of their Heirs Executors or administrators shall well and truly pay or cause to be paid unto the above named William H Shipman his certain attorney, Executors, Administrators or Assigns the just and full sum of Seven thousand Eight hundred and sixty five dollars, lawful money aforesaid, in manner following towit; two thousand six hundred and twenty five dollars part thereof with legal interest thereon from the above date on the first day of January which will be in the Year of our Lord one thousand Eight hundred and Eight, and two thousand six hundred and twenty five dollars, other part thereof on the first day of January which will be in the Year of our Lord one thousand Eight hundred and nine, with lawful interest from the date hereof, and two thousand six hundred and twenty dollars, the residue thereof with legal interest from the date hereof on the first

day of January which will be in the Year of our Lord one thou:
Eight hundred and ten, without any fraud or further delay, the
this obligation to be void, otherwise to be and remain in full force
and virtue &c Moore Esqr Robert Moore Esqr. Signed sealed
and delivered in presence of Peter Walker, James Waide, " which
being read and heard the said Robert and James say that they ought
not to be charged with any Interest on the said Sum of Seven thou:
:sand Eight hundred and sixty five dollars mentioned in the condition
of the said Writing obligatory because they say that by the said Writing
obligatory in the said Plaintiffs declaration mentioned is Corruptly
and contrary to the Form of the Statute in that case made and
provided that Rent, reserved and secured to the Plaintiff above the rate
of six dollars in the hundred, for the forbearance and giving day
of payment of the sum of six thousand five hundred dollars part
of the said sum of seven thousand Eight hundred and sixty five
dollars, in the condition of the said writing obligatory mentioned that is
the sum of One thousand three hundred and sixty five dollars for
the forbearance of the said sum of six thousand five hundred dollars
for the space of three Years and four Months and twenty six days
and this they are ready to verify, Wherefore they pray Judgment if
the said Plaintiff ought to have or recover any Interest whatever
on the said sum of Seven thousand Eight hundred and sixty five
dollars, mentioned in the consideration of the said writing obligatory
or on such part thereof as may be found due from the said Defen:
:dants to the said Plaintiff &c And the said James and Robert for
further Plea in this behalf, by leave of the Court for that pur:
:pose first had and obtained say that they ought not to be charged
with any Interest, whatever on the said sum of Seven thousand Eight
hundred and Sixty five dollars mentioned in the condition of the
said writing obligatory because they say that the said Plaintiff
hath corruptly and contrary to the form of the Statute in that
case made and provided, received of them the said James and Robert
more than at the rate of six dollars in the hundred for the for:
:bearance and giving day of payment of the sum of six thousand
five hundred dollars, part of the sum of seven thousand Eight hundred
and sixty five dollars, mentioned in the condition of the said writing
obligatory, to wit the sum of One thousand three hundred and sixty
five dollars for the forbearance of the said sum of six thousand
five hundred dollars for the space of three Years, four months and

twenty five days towit, on the twenty sixth day of June in the year Eighteen hundred and six, and this they are ready to verify. Wherefore they the said James and Robert pray Judgment if the said Plaintiff ought to have or recover any Interest whatever on the said sum of seven thousand eight hundred and sixty five dollars mentioned in the condition of the said writing obligatory, or on such part thereof as may be found due from the said Defendants to the said Plaintiff — And the said James and Robert for further plea in this behalf by leave of the Court for that purpose first had and obtained say that they ought not to be charged with any Interest whatever on the said sum of seven thousand Eight hundred and sixty five dollars, mentioned in the condition of the said writing obligatory because they say that by the said Writing obligatory in the said Plaintiff Declaration mentioned is corruptly, and contrary to the form of the statute in that case made and provided, taken, reserved, and secured to the said Plaintiff above the rate of six dollars in the hundred, for the forbearance and giving payment of the sum of six thousand five hundred dollars, part of the said sum of seven thousand Eight hundred and sixty five dollars, mentioned in the condition of the said writing obligatory towit one thousand three hundred and sixty five dollars for the forbearance of the said sum of six thousand five hundred dollars for the space of three years five months and twenty six days, and this they are ready to verify. Wherefore they pray judgment if the said Plaintiff ought to have or receive any Interest whatever on the said sum of seven thousand Eight hundred and sixty five dollars, mentioned in the condition of the said writing obligatory or such part thereof as may be found due from the said Defendants to the said Plaintiff — And the said James and Robert for further plea in this behalf by leave of the Court for that purpose first had and obtained say that they ought not be charged with any interest whatever on the said sum of seven thousand Eight hundred and sixty five dollars, mentioned in the condition of the said writing obligatory, because they say that the said Plaintiff hath corruptly and contrary to the form of the Statute in that case made and provided, received of them the said James and Robert above the rate of six dollars in the hundred for the forbearance and giving day of

of the sum of five thousand five hundred dollars, as part of the sum of seven thousand Eight hundred and sixty five dollars mentioned in the condition of the said Writing obligatory to wit the sum of One thousand, three hundred and sixty five dollars for the forbearance and giving day of payment of the said sum of six thousand five hundred dollars, for the space of three years, five months and Twenty five days to wit on the twenty sixth day of June in the year Eighteen hundred and six, at Adams County aforesaid and this they are ready to verify, Wherefore they the said James and Robert pray Judgment if the said Plaintiff ought to have or receive any interest on the said sum of seven thousand Eight hundred and sixty five dollars, mentioned in the condition of the said Writing obligatory or on such part thereof as may be found due from the said Defendants to the said Plaintiff And the said James and Robert for further plea in this behalf by leave of the Court for that purpose had and obtained say that the said Plaintiff ought not to have or maintain his aforesaid action thereof against them for the sum of one thousand three hundred and sixty five dollars, part of the said sum of seven thousand Eight hundred and sixty five dollars, mentioned in the Condition of the said Writing obligatory, because they say that on the day of suing out the said Plaintiff's original Writ against them, to wit, at the City of Natchez to wit, at Adams County aforesaid, the said Plaintiff was and yet is indebted to them the said James and Robert in the sum of One thousand three hundred and sixty five dollars, in manner hereinafter mentioned that is to say, the said Plaintiff on the twenty sixth day of June in the year Eighteen hundred and six, did corruptly and contrary to the form of the Statute in that case made and provided receive of them the said James and Robert above the rate of six dollars in the hundred for the forbearance and giving day of payment for one year that is to say, the sum of fifteen hundred and sixty five dollars for forbearance and giving day of payment of the sum of six thousand five hundred dollars for the space of three years four Months and twenty five days, the same being thirty seven dollars, and ninety two cents above the rate of six dollars in the hundred for the forbearance of one hundred dollars for one year on a note of hand given by the said James and Robert and one Samuel J. Moore, to one John McMeechan, for the sum of seven

thousand dollars, said note bearing date the ninth day of June in the Year Eighteen hundred and two, and five hundred dollars part thereof being paid, and no Interest due thereon, and leaving a balance of the principal of said note of six thousand and five hundred dollars, towit, at Adams County aforesaid on the twenty ninth day of June in the Year Eighteen hundred and six, whereby the said Plaintiff according to the form of the Statute in that case made and provided, became indebted to the said Jamey alias Robert and liable to pay them the said sum of one thousand three hundred and sixty five dollars, towit the said sum of thirty seven and ninety two cents the sum paid for Interest on the said sum of Six thousand five hundred dollars, above the rate of six dollars on the hundred for the forbearance thereof one year, and also the sum of one thousand three hundred and twenty seven dollars and Eight cents the legal Interest paid on the said sum of five thousand five hundred dollars for the forbearance thereof for three years four months and twenty five days, which said sum of one thousand three hundred and sixty five dollars, or any part thereof hath not been paid to them the said James and Robert or either of them nor hath any order for the payment thereof been made by the Plaintiff or any other person or persons and the said James and Robert aver that the same is now due and owing to them from the said Plaintiff and this the said James and Robert aver that the same is now due and owing to them from the said Plaintiff and this the said James and Robert are ready and now offer to set off against an equal sum to wit the sum of one thousand three hundred and sixty five dollars, part of the said sum of Seven thousand Eight hundred and sixty five dollars mentioned in the condition of the said writing obligatory or any part thereof which may be found due from the said Defendants to the said Plaintiff according to the form of the Statute in the case made and provided, and this they are ready to verify, Wherefore they pray Judgment if the said Plaintiff ought to have or recover the said sum of one thousand three hundred and sixty five dollars, part of the said sum of seven thousand Eight hundred and sixty five dollars, part of the said sum of seven thousand Eight hundred and sixty five dollars mentioned in the condition of the said writing obligatory, and And the said James and Robert for further plea in this behalf by leave of the Court for that

purpose first had and obtained say that the said Plaintiff
ought not to have or maintain his aforesaid action thereof a-
thereof for the sum of One thousand three hundred and sixty five
dollars part of the said sum of seven thousand eight hundred
and sixty five dollars mentioned in the condition of the said
writing obligatory, because they say that on the day of suing
out of the said Plaintiffs original writ against them towit on
the at the City of
Natchez at Adams County aforesaid the said Plaintiff was and yet
is indebted to them the said James and Robert in the said sum of
one thousand three hundred and sixty five dollars in manner
hereafter mentioned that is to say, the said Plaintiff on the
twenty sixth day of June in the Year Eighteen hundred and six
did corruptly and contrary to the form of the Statute in that case
made and provided, receive of them the said James and Robert above
the rate of six dollars in the hundred, for the forbearance and
giving day of payment for one year, that is to say, the sum of
thirteen hundred and Sixty five dollars for the forbearance
of the sum of six thousand five hundred dollars for the space
of three years five months and twenty six days the same being
five dollars and forty two cents above the Rate of six dollars in
the hundred for the forbearance thereof for one year, on a note
of hand given by the said James and Robert and one Samuel
McMoore, to one John McMechan, for the sum of seven thousand
dollars, and then and there paid by the said James and Robert to
the said Plaintiff, said note bearing date the ninth day of June in
the year Eighteen hundred and two, and five hundred dollars part
thereof being paid, and no Interest due and payable thereon, and
leaving a balance of the Principle of said note of Six thousand
and five hundred dollars, towit, to Adams County aforesaid, on the
twenty sixth day of June in the year Eighteen hundred and
six, whereby the said Plaintiff according to the form of the Statute
in that case made and provided, became indebted to the said
James and Robert, and liable to pay them the said sum of one
thousand three hundred and sixty five dollars towit the said sum
of five dollars and forty two cents the same paid for Interest on the

said sum of six thousand five hundred dollars, above the rate of six dollars, for the forbearance thereof for one year and also the sum of one thousand three hundred and fifty nine dollars and fifty Eight cents the legal Interest pon on said sum of six thousand and five hundred dollars for the forbearance thereof for three years five months and twenty six days, which said sum of one thousand three hundred and sixty five dollars or any part thereof hath not been paid to them the said James and Robert or either of them nor hath any order for the payment thereof been made by the said Plaintiff or any other Person or Persons and the said James and Robert and that the same is now due and owing to them from the said Plaintiff and they the said James and Robert are ready [redacted] offer to set off against an equal sum to wit the sum of one thousand three hundred and sixty five dollars part of the said sum of seven thousand Eight hundred and sixty five dollars, mentioned in the Condition of the said writing obligatory or any part thereof which may be found due from the said Defendants to the said Plaintiff according to the form of the Statute in that case made and provided, and they they are ready to verify, Wherefore they pray Judgment if the said Plaintiff ought to have or recover the said sum of one thousand three hundred and sixty five dollars, part of the said sum of seven thousand eight hundred and sixty five dollars, mentioned in the condition of the said writing obligatory. — And the said Defendants for further plea in this behalf, by leave of the Court for that purpose first had and obtained say that the said Defendants ought not to be charged with Interest aforesaid, because they say before the making the writing obligatory to wit, on the ninth day of June in the year Eighteen hundred and two, one Samuel P. Moore being indebted to one John McMechan in a large sum of money, on an open account, which was then unsettled between the said Samuel P. Moore, and the said John McMechan, wayther and there unjustly and contrary to the Law and the Statute in that case made and provided agreed by and between the said Plaintiff as Agent for the said John McMechan, and the said Samuel P. Moore, the said James and Robert that the said Samuel with the said James and Robert as his securities should execute to the said John McMechan, their note of hand for a different sum to cover the balance due from the said Samuel to

said John McMechan and also twelve per cent interest
and that upon a final settlement of their accounts between
said Samuel and the said John McMechan, that the Excess of the
amount of the said note so to be executed as aforesaid over and above
the amount of such balance to be ascertained on said settlement
together with an addition thereto of and at the rate of twelve dollars
in the hundred, for the Amount thereof should be deducted from said
note and that after the making of such deduction the amount
of the balance on such note only should be and be considered
to be due and payable from the said Samuel and the said Jamy
and Robert to the said John McMechan and the said Plaintiff
then and there on the part and behalf of the said John McMechan
agreed to and with the said Samuel and the said Jamy and
Robert that in consideration of the addition of the said sum of
twelve dollars in the hundred on the amount of such ballance,
that he would give day and time of payment for the amount
of such ballance, and the said sum of twelve dollars in the
hundred, on the amount thereof from the said ninth day of
June in the year Eighteen hundred and two, until the month
of January then next, and during the said month of January then
next, in pursuance of which said agreement the said Samuel
and the said Jamy and Robert did then & there execute & deliver
to the said Plaintiff their note of hand bearing date the said
ninth day of June in the year Eighteen hundred and two, for
the sum of seven thousand dollars payable in the month of January
then next to the said John McMechan, or his assigns in Cash
or Cotton, at Cash price, and the said Defendants aver that the
ballance due on the said account of the said John McMechan
against the said Samuel on the settlement thereon did amount
to the sum of five thousand Eight hundred and three dollars, and
fifty seven cents, and no more, and the said sum of twelve dollars
in the hundred for the forbearance thereof until and during the
Month of January then next did amount to the sum of six
hundred and ninety six Dollars, and forty three cents making
in the whole the sum of Six thousand five hundred dollars, leaving
a balance on said account to be deducted from said note of
five hundred dollars, which was deducted therefrom according by

and the said James and Robert aver that the said sum of [illegible] hundred and ninety six dollars and forty three cents so secured and secured to be paid by said note to the said John McMechan is above the rate of legal Interest for the forbearance and every day of payment, of the said sum of Five thousand Eight hundred and fifty three dollars and fifty seven cents, from the said ninth day of June in the year Eighteen hundred and two until and during the month of January then next, whereby and by force of the Law and of the Statute in that case made and provided, the said note of hand from the said Samuel James and Robert to the said John McMechan was null and void and of no force or effect whatever. but the ballance of said note towit, the said sum of five thousand five hundred dollars not being paid, on the twenty sixth day of June in the year Eighteen hundred and six, it was agreed by and between the said Plaintiff as the agent of the said John McMechan, and the said James and Robert that the said Plaintiff should give up to the said James and Robert the said note of hand and that the said James and Robert should execute and deliver to the said Plaintiff their writing obligatory for the payment to the said Plaintiff in his own name of the said sum of five thousand five hundred dollars, with Interest thereon from the first day of January in the year Eighteen hundred and three, and also the further sum of five dollars and forty two cents, and the said note of hand was then and there given up to the said James and Robert, and the said Bond or writing obligatory (which is the same bond or writing obligatory mentioned in the said Plaintiff's declaration) executed by the said James and Robert, and delivered to the said Plaintiff conditioned for the payment to the said Plaintiff on the days and times therein mentioned of the sum of seven thousand Eight hundred and sixty five dollars (Cont, the said sum of six thousand five hundred dollars, being the same sum of money found due from the said Samuel P Moore, to the said John McMechan on the said ninth day of June Eighteen hundred and two, including therein the sum of six hundred and ninety six dollars and forty two cents, the amount so corruptly received and secured to be paid in and by said note on the said sum of five thousand Eight hundred and three dollars and fifty Eight cents the sum justly due and owing from the said Samuel to the said John also the interest thereon from the said first day of January in the year Eighteen hundred and three until the twenty sixth day of June Eighteen

hundred and six, also the further sum of five dollars and forty two cents, ct thereby and by force of the law and according to the form of the Statute in that case made and provided the said Writing obligatory is void, and of no force or effect. and this the said James and Robat are ready to verify. Wherefore they pray Judgmut if they the said James and Robat ought to be charged with the Debt aforesaid &c— And the said Defendants for further plea in this behalf by leave of the Court for that purpose first had and obtained say that the said Defendants ought not to be charged with the Debt aforesaid because they say, before the making the said Writing obligatory to wit, on the ninth day of June in the year Eight hundred and two, the said Samuel McMoore being indebted to one John McMechan in a large sum of Money on an open account which was then unsettled between the said Samuel and the said John it was then and there corruptly and contrary to the Law and the form of the Statute in that case made and provided, agreed by and between the said Plaintiff as Agent for the said John, and the said Samuel, and the said James and Robt as Security for the said Samuel that the said Samuel with them and James and Robert should execute to the said John their note of hand in a sufficient sum to cover the ballance due from the said Samuel to the said John and also in consideration of forbearance and giving day of payment of such ballance until and during the month of January next for ten per cent Interest thereon and that where a final settlement of the Accounts between the said John McMechan, and the said Samuel should be made, that the excess of said note so to be executed as aforesaid over and above the amount of such ballance to be ascertained in such settlement together with an addition thereto of and after the Rate of ten dollars in the hundred for the amount thereof should be deducted from said note and that after making such deduction the amount of the ballance residue of said note only should be and be considered due and payable from the said Samuel and the said James and Robert to the said John McMechan and the said Plaintiff then and there and on behalf of the said John McMechan agreed to and with the said Samuel and the said James and Robert that in consideration of the addition of ten dollars in the hundred on the amount of such ballance so to be due from the said Samuel to the said John, that he would give day and time of payment for said ballance, and the said ten dollars in the hundred on said ballance, from the said ninth day of June in the year Eighteen hundred and two, until and during the month of January then next in pursuance of which said agree-

: ment the said Samuel and the said Jamy and Robert a
and their note of hand bearing date the said ninth day of
in the year Eighteen hundred and ten, for the sum of five
thousand dollars and payable in the months of January then next
to the said John, or his assigns in bank or Boston at 6 pr cent,
which said note the said Samuel James and Robert then and
there delivered to the said Plaintiff, and the said Defendants aver
that the ballance due on the said amount of the said John McMech
against the said Samuel did amount on the settlement thereof to the
sum of Five thousand nine hundred and nine dollars and ten cents
and no more, and the said sum of ten dollars in the hundred for the for-
: bearance thereof until and during the month of January then next
on the said ballance of five thousand nine hundred and nine dollars
and ten cents, did amount to the sum of five hundred and ninety eight
dollars and ninety cents making in the whole the sum of six thousand
five hundred dollars, leaving a ballance on said amount to be deducted
on said note, in pursuance of said agreement of five hundred dollars
which was deducted accordingly and the said James and Robert
aver that the said sum of five hundred and ninety Eight dollars
and ninety cents so included in & secured to be paid by said note to the
said John exceeds and is above the rate of legal Intrest for the forbear-
: ance and giving day of payment of the said sum of Five thousand
nine hundred and nine dollars & ten cents from the said ninth day
of June in the year Eighteen hundred and two until and during
the month of January then next, whereby and by force of the law
and of the Statute in that case made and provided the said note
of hand from the said Samuel James & Robert to the said John was
null and void— And the ballance of the said note of hand to wit, the
said sum of five thousand and five hundred dollars not being paid
on the Twenty sixth day of June in the year Eighteen hundred and
six, it was agreed by and between the said Plaintiff as the agent of
the said John McMechan and the said Jamy and Robert that
the said Plaintiff should give up to the said James and Robert
the said note of Hand, and that they should execute and deliver
to the said Plaintiff their writing obligatory for the payment to
the said Plaintiff in his own name, of the said sum of six thousand
five hundred dollars with Intrest thereon from the first day of
January in the year Eighteen hundred and three and also the further
sum of five dollars and forty two cents, and the said note of hand
was then and there delivered up to the said James and Robert

pursuance of said agreement and the said writing obligatory which is the same writing obligatory mentioned in the said Plaintiffs declaration executed and delivered by the said James and Robert to the said Plaintiff conditioned for the payment to the said Plaintiff on the days and time therein mentioned of the sum of seven thousand Eight hundred and sixty five dollars, to wit, the said sum of Six thousand five hundred dollars being the same sum of Money found due from the said Samuel P Moore to the said John McMechan on the ninth day of June in the year Eighteen hundred and two including the said sum of five hundred and ninety Eight dollars and ninety cents the said sum so corruptly received and secured to be paid to and by said note, or the said sum of seven thousand nine hundred and nine dollars and ten cents, the same justly due and owing from the said Samuel P Moore, to the said John McMechan, on the said ninth day of June in the year Eighteen hundred and two as also the legal interest thereon from the first day of January in the year Eighteen hundred and three until the said Twenty sixth day of June in the year Eighteen hundred and six, and also the said further sum of five dollars and forty two cents wherefore and by force of the law and according to the form of the Statute in that case made and provided, the said writing obligatory is void and of no force or effect - and this the said James and Robert are ready to verify Wherefore they pray Judgment if they the said James & Robert ought to be charged with the Debt aforesaid &c Heading & Gatley

Afterwards Court, At a Circuit Court held at the Court House in and for the County of Adams on the second Monday in April in the year One thousand Eight hundred and nine this Cause was legally continued.

Afterwards Court At a Circuit Court held at the Court House in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and nine this Cause was legally continued.

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid in such case made and provided, this Cause was transferred from the Circuit Court aforesaid into the Superior Court in and for the County of Adams on the second Mond

in April in the Year one thousand Eight hundred and ten, which cause was legally continued—

Afterwards towit, At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and ten, this Cause was legally continued—

And now at this day towit, At a Superior Court held at the Courthouse in and for the County of Adams, on the second monday in April in the Year one thousand Eight hundred and eleven, come as well the said William H Shipman as the said James and Robert Moore, by their respective attornies aforesaid, And hereupon the said James and Robert Moore by their said attorney, relinquishing their said Plea by them above pleaded, say that they cannot deny the action of the said William H Shipman; nor but that the said Writing obligatory is the act and Deed of them the said James and Robert nor but that they owe to the said William H Shipman, the sum of seven thousand Eight hundred and seventy five dollars, with Interest thereon from the 26 June, One thousand Eight hundred and six— Therefore it is considered, that the said William H Shipman do recover against the said James and Robert Moore, his said Debt, and also

for his damages which he hath sustained as well by reason of the detention of the said Debt, as for his Costs and Charges by him about his suit in this behalf expended, by the Court now here adjudged to the said William H Shipman with his assent— And be the said James and Robert Moore in Mercy &c. &c. &c.

Henry Hunt vs Charles Defrance—

Be it Remembered, That heretofore towit, at a Circuit Court held at the Courthouse in and for the County of Adams on the second monday in October in the year one thousand Eight hundred and Eight, Henry Hunt by William B Shirley his attorney

—Plea before the honorable Walter Leake, Judge in and over the Mississippi Territory, at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year one thousand Eight hundred and eleven—

brought into the Court aforesaid, his Bill against Charles Defendant, being in custody of the Sheriff of Adams County, of a Plea of Trespass on the Case, Which said Bill is in the words following to wit

Mississippi Territory, Adams County ss. In the Circuit Court, October Term 1808. Henry Hunt complains of Charles De Grange in custody &c of a Plea of Trespass on the Case; For that Whereas the said Charles on the first day of March in the Year one thousand eight hundred and seven, at Washington, in the County aforesaid was indebted to the said Henry in the sum of five hundred dollars lawful Money of the United States, for Meat, Drink, washing, lodging and other necessaries by the said Henry before that time found and provided for the Williams Hawkins a Labourer and Mechanic then in the employment and hire of the said Charles and at the special instance and request of the said Charles, and being so indebted he the said Charles in consideration thereof, afterwards, to wit on the same day and Year aforesaid, at Washington in the County aforesaid, undertook and faithfully promised the said Henry to pay him the said sum of Money when he should be thereto afterwards requested. And whereas afterwards, to wit on the same day and Year aforesaid, at Washington in the County aforesaid in consideration that the said Henry at the Request of the said Charles had before that time found and provided for the said William Hawkins Labourer and Mechanic in the employment and hire of the said Charles, other Meat, drink, washing lodging, and other necessaries for the said Charles undertook and then and there faithfully promised the said Henry to pay him so much Money as he therefor reasonably deserved to have, when he should be thereto afterwards requested. And the said Henry avers that he therefor reasonably deserved to have of the said Charles other five hundred dollars, of like lawful Money to wit, at Washington aforesaid, Whereof the said Charles afterwards to wit, on the same day and Year aforesaid, there had notice— And whereas the said Charles afterwards to wit, on the same day and year aforesaid, at Washington aforesaid, was indebted to the said Henry in other five hundred dollars, of like lawful Money by the said Henry before that time laid out, expended, and paid for the said Charles at his Request— And for other Money by the said Henry before that time lent and advanced to the said Charles at his Request— And for other Money by the said Charles before that time had and received to the use of the said Henry and

being so indebted he the said Charley in consideration thereof, afterwards towit, on the same day and year aforesaid at Washington aforesaid, undertook and faithfully promised the said Henry to pay him the said last mentioned sum of Money, when he should be thereto afterwards requested. Yet the said Charley, altho of ten requested, hath not paid the said several sums of Money or any part thereof to the said Henry, but to pay the same or any part thereof to the said Henry hath hitherto wholly refused and still doth refuse, to the said Henry his damage of five hundred dol: lars, and therefore he sues &c And the said Charley by his attorney comes and defends the wrong and Injury when &c and for plea says that he did not undertake, promise and assume in manner and form as the said Plaintiff hath declared against him and of this he puts himself upon the Country &c Cowles Mead for Pft— And the Plaintiff doth the like—

Afterwards towit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year one thousand Eight hundred and Eight, this Cause was legally continued

Afterwards towit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and nine, this Cause was legally continued

Afterwards towit at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year one thousand Eight hundred and nine this Cause was legally continued—

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid, this Cause was transferred from the Circuit Court aforesaid, into the Superior Court in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and ten, which Cause was legally continued—

Afterwards towit, At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year one thousand Eight hundred and ten, this Cause was legally continued——

Afterwards it is commanded, That the Sheriff of Adams County do summon thirty good and lawful Men of his County according to the direction of the act of Assembly of the Territory aforesaid in such case made and provided, to be and appear before the Judges of the Territory aforesaid at a Superior Court to be holden at the Courthouse in and for the County of Adams, on the second Monday in April in the Year One thousand Eight hundred and eleven, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the parties and so forth, there and so forth — At which day before the Judges of the Territory aforesaid comes as well the said Henry Hunt as the said Charles Defrance by their respective Attorneys aforesaid, and the Juror of which mention is above made being called: certain of them came to wit Richard Jessiny Robert H. Morrow, Shadrick Porter James Bradley, Josiah Hanna, Royal Pace, Thos: J. H. Richey, James Hood, Daniel Boyd, Abram Taylor Benjamin Ritchie, Thomas Swan, who being empannelled: led tried and sworn to speak the truth concerning the matter within contained say upon their oath, that the said Charles Defrance did undertake and promise in manner and form as the said Henry Hunt hath above thereof declared against him, and they assess the damages of the said Henry Hunt by reason of the non performance of the said several promises and Undertakings in the said Declaration mentioned to two hundred and sixty five dollars, Therefore it is considered by the Court That the said Henry Hunt do recover against the said Charles Defrance, his damages aforesaid, by the Jury aforesaid in form aforesaid assessed, and also for his costs and Charges by him about his Suit in this behalf expended, by the Court now here adjudged to the said Henry Hunt and with his assent, Which said damages Costs and Charges amount in the whole to And the said Charles Defrance in Mercy and so forth ——

Clifford and Son v Joseph and George Newman

PLEAS before the honorable Matter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year One thousand Eight hundred and Eleven

Be it Remembered, That heretofore towit, at a Court Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and Eight, Thomas Clifford and John P Clifford, trading under the firm of Thomas Clifford and Son, by John Taylor their attorney brought into the Court aforesaid their Bill against Joseph and George Newman, of a plea of trespass on the case, and there are pledges to prosecute towit John Doe and Richard Roe Which said Bill is in these words towit.

Adams County ss. Adams County, Circuit Court, of the Term of april MDCCCVIII Joseph Newman and George Newman were attached to answer Thomas Clifford and John P Clifford trading under the firm of Thomas Clifford and Son, of a plea of trespass on the case, and whereupon the said Thomas and John, by John Taylor their attorney complain, That whereas the said Joseph and George on the seventeenth day of March in the Year of our Lord one thousand Eight hundred and Eight at Natchez in the County of Adams aforesaid made their certain note in writing commonly called a promissory Note with their proper hands thereto subscribed, bearing date on the day and year aforesaid, and then and there delivered the said note to the said Thomas Clifford and John P Clifford by which said note the said Joseph and George promised to pay to the said Thomas Clifford and John P Clifford by the name of Thomas Clifford and Son, six hundred and seventy five dollars and seventy seven cents, for value received, upon demand, by reason whereof and by force of the statute in such case made and provided, the said Joseph and George became liable to pay the said six hundred and seventy five dollars, seventy seven cents to the said Thomas Clifford and John P Clifford, according to the tenor and effect of the said note, and being so liable the said Joseph and George in consideration thereof towit, on the same day and year

aforesaid at Natchez in the County aforesaid took upon themselves and
thim and there promised the said Thomas Clifford and John D Clifford that
they the said Joseph and George would well and truly pay and satisfy
the said Thomas Clifford and John D Clifford the aforesaid Sum of Money
according to the tenor and effect of said note. And Whereas also the
said Joseph & George afterwards towit on the same day and year afore-
said, at Natchez in the County aforesaid, was indebted unto the said
Thomas Clifford and John D Clifford in other six hundred and seventy five
dollars and seventy seven cents for Money they the said Joseph & George
before that time had and received to the use of the said Thomas Clifford
and John D Clifford, and being so indebted they the said Joseph and
George in consideration thereof afterwards towit on the same day and
year aforesaid, at Natchez in the County aforesaid, undertook and thim
and there faithfully promised the said Thomas Clifford and John D
Clifford to pay them the Sum of Money last mentioned when they should
be thereto requested— Yet the said Joseph and George in no wise regarding
their several promises and undertakings in form aforesaid made, but
intending craftily and subtilly to deceive and defraud the said Thomas
Clifford and John D Clifford in that behalf have not nor hath either
of them paid the said several Sums of Money or any part thereof to
the said Thomas Clifford and John D Clifford or to either of them / altho: often
they have been thereto requested by the said Thomas Clifford and John
D Clifford at Natchez in the County aforesaid towit on the same day
and year aforesaid, and often afterwards / but they have hitherto altogether
refused and still do refuse to pay the same to the said Thomas Clifford
and John D Clifford or to either of them, to the damage of the said
Thomas Clifford and John D Clifford one thousand Dollars, and therefore
they bring Suit &c. And the said Joseph & George by their Attorney
Seth Lewis come and defend the wrong and injury &c and say
that they did not undertake and promise in manner and form
as the said Plaintiffs above in their Declaration have alledged against
them and of this they put themselves upon the Country &c. And the Pff
doth the like—

Afterwards towit, at a Circuit Court held at the Courthouse in
and for the County of Adams, on the second Monday in April in the
year one thousand Eight hundred and Eight, this Cause was legally
continued—

Afterwards towit, at a Circuit Court held at the Courthouse in and
for the County of Adams on the second Monday in October in the year one thou-
sand Eight hundred and Eight this Cause was legally continued

Afterwards towit at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and nine, this Cause was legally continued —

Afterwards towit, At a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one thousand Eight hundred and nine this Cause was legally continued —

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid in such case made and provided, this Cause was transferred from the Circuit Court aforesaid, into the Superior Court in and for the County of Adams, on the second Monday in April in the year one thousand Eight hundred and ten, which Cause was legally continued —

Afterwards towit, at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in October in the year one thousand Eight hundred and ten, this Cause was legally continued

And now at this day towit at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and eleven, come as well the said Thomas Clifford and Joseph Clifford, as the said Joseph and George Newman by their respective Attornies aforesaid. And thereupon the said Joseph and George Newman by their said Attorney, relinquishing their said Plea by them above pleaded, say that they cannot deny the action of the said Thomas Clifford and John D Clifford, nor but that they did undertake & promise in manner and form as the said Thomas Clifford and John D Clifford have thereof complained against them, nor but that the said Thomas Clifford and John D. Clifford have sustained damages by reason of the non performance of the said several promises and undertakings to Eight hundred and fifty four dollars and Eighteen cents as by their Declaration is supposed. And hereupon the said Thomas Clifford and John D Clifford pray Judgment and their damages so acknowledged, together with their costs and charges by them about their Suit in this behalf expended to be adjudged to them.

fore it is considered by the Court here that the said Thomas Clifford and John P. Clifford do recover against the said Joseph & George Newman Thirdamages aforesaid, in form aforesaid acknowledged, and also for their Costs and Charges by them about their Suit in this behalf expended, by the Court now here adjudged to the said Thomas Clifford and John P. Clifford with their assent— And be the said Joseph and George Newman in Mercy and so forth.

John Bisland vs Michael Snyder

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year one Thousand Eight hundred and Eleven—

Be it Remembered, that at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one Thousand Eight hundred and nine, John Bisland by Turner his attorney, brought into the Court aforesaid, his Bill against Michael Snyder being in custody of the Sheriff of Adams County of a plea of breach of Covenant, which said Bill is in these words Court "Adams Circuit, April Term 1809— John Bisland complains of Michael Snyder in custody &c of a plea of covenant broken, for that whereas the said Plaintiff being a planter and engaged in the culture of cotton to a large amount and on the 30th day of December 1807 in the County of Adams in the Circuits aforesaid being possessed of & having on hand the crop of Cotton of the Growth of that year nearly all of which was gined out of the seed, and put up in bales— A conversation was then and there held by and between the said Plaintiff and the Defendant concerning the sale of that crop, the amount thereof not being certainly known, but was supposed to be ninety four bales, of the ordinary weight and it was then and there agreed by the Pltf that he would sell to the said Deft & by the Deft that he would buy of the Pltf the whole of his crop at & for the price of nineteen cents per pound, payments to be made in the manner hereinafter set forth— And the said Pltf further says that in pursuance of the said agreement the said Deft afterwards on the 30th day of December 1807 in the circuit aforesaid, by his certain writing sealed with his Seal, and to the Court now here shewn the date

whereof is the same day and year aforesaid, / which said writing is
also sealed with the seal of the said Pet. / he the said Defendant
did covenant and agree to and with the said Pet that in consideration
that the said Pet had agreed and engaged to deliver to the said
Deft at Kirkwoods landing ninety four bales of cotton or thereabouts
in Merchantable order he the said Deft would pay him therefor
nineteen cents per pound, payments to be made as following viz- One
third of the price thereof in cash, on the delivery of the Cotton,
One third in three months afterwards, and the Remaining third
of the price in six months from the delivery of the Cotton aforesaid
And the said Pet avers that on his part he did in all reasonable haste
have the whole of his said crop of cotton consisting of ninety three
bales, weighing
delivered at Kirkwoods
Landing, aforesaid ready to be delivered to the said Defendant, all
in Merchantable Order. of which the said Defendant had notice, on
the day of January 1808 in the Circuit aforesaid, and the Pet says
the ninety three bales of Cotton so delivered at Kirkwoods Landing,
at the price of nineteen cents per pound, amounted to
one third thereof he was entitled to demand & receive of the said Deft
in Cash on the paid day of January 1808 and one third of
the sum in three months after the said last mentioned, and the
Remainder of the said sum in six months after the said last men-
tioned day according to true intent & meaning of the covenant and
agreement aforesaid -- And the Pet avers that he has on the said days and
times, and on divers other days and times afterwards demanded of
the said Defendant, to accept of and receive the said ninety third bales of
Cotton of the weight aforesaid, and to pay him the said Pet the
said sum of nineteen cents per pound therefor, in the manner and
at the times aforesaid. But the said Deft did refuse to do so, whereby
the Pet says the Deft has not kept his covenant so as aforesaid made
with him, after requested to keep the same, but hath broken the same,
to the great damage of the Pet, Seven thousand dollars, and
therefore he sues &c And the said Defendant by Thos B
Green his attorney comes and defends the wrong and injury and craves
oyer of the original writ issued against him, and it is read to him
in the words and figures following to wit. "Mississippi Territory
Adams Circuit Towit. The Mississippi Territory of the United States
To the Sheriff of Adams County Greeting: You are hereby command-
ed without delay to take Michael Snyder wheresoever he may be found
in your County and him safely keep, so that you have his body

the Judges of the Territory aforesaid, at a Circuit Court to be holden at the Courthouse in and for the County of Adams on the second Monday in april next, to answer to John Bisland in a Plea for the breach of Covenant to the damage of the said Plaintiff Seven thousand dollars and have then there this writ - Witness the honorable Peter Bryan Bruin Esq. first Judge of the Territory aforesaid, at the Court house of said County, the Second Monday in April in the year one thousand eight hundred and eight, and in the thirty third year of the Sovereignty and Independence of the United States of America- Issued the 7th day of February 1809 - Signed Theodore Stark - which being read and heard the said Defts prays Judgment of the Writ and that the same may be quashed, because he saith that the said Writ is dated of April Term in the year of our Lord One thousand Eight hundred and Eight, and is returnable to the next return to the April Term 1809 and because a Term of the said Court intervened between the teste of said writ & the Return, and this he is ready to verify, Wherefore he prays Judgment of the Writ & that the same may be quashed &c

Afterwards Court at a Circuit Court held at the Court house in and for the County of Adams on the Second Monday in April in the year One thousand Eight hundred and nine this Cause was legally continued.

Afterwards Court at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year One thousand Eight hundred and nine, this Cause was legally continued.---

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid in such case made and provided, this Cause was transferred from the Circuit Court aforesaid into the Superior Court in and for the County of Adams, on the second Monday in april in the year One thousand Eight hundred and ten. - And now at this day Court, the second Monday in April, in the year One thousand Eight hundred and ten, this Cause standing ready for trial, the parties aforesaid by their Attorneys move the Court here that the whole matter in variance may be referred to persons indifferent between the said parties to be appointed by the Court here, with the consent of the said parties, to adjust the same. Whereupon by consent of the said parties by their

Attorneys aforesaid, it is ruled by the Court here that the whole matter in variance between the said parties be referred to Ferdinand Claiborne and James G. Wilkins, and that the said Arbitrators, the whole matter concerning the premises, between the said parties in variance, being fairly adjusted, have their award in writing, and that Judgment of the Court be entered according to such award, and be final between the said parties. And now at this day to wit, on the Second Monday in October in the Year one thousand Eight hundred and ten, came the parties aforesaid by their Attorneys aforesaid, And thereupon the said Arbitrators pursuant to the Rule aforesaid, return to the Court here, their award, of and upon the premises in the following words, that is to say, "We the Undersigned, Arbitrators appointed to determine a difference between John Bisland Plaintiff and Michael Snyder, defendant, met at Purviance's Hotel in Natchez on the 17th July 1810, the parties present and find that Michael Snyder contracted with John Bisland for the purchase of ninety four bales of Cotton, or thereabout, at nineteen cents per pound, deliverable at Fairwood's Landing, and that said Cotton was delivered early in January 1808, & agreable to contract, of which said Snyder was duly informed, & requested to pay one third of the purchase Money, agreably to said Contract, & which he failed to do, but tendered in draft on his Attorney in Orleans at sixty days sight, which was refused— We also find that the Cotton remained in Store for Six Months, at the Expiration of which time the said Bisland called on said Snyder, for the full amount of the purchase of said Cotton,- assuring him at the time that he was ready to deliver the same- that the said Snyder peremptorily refused to deliver any part thereof, after which the said Bisland sold the said parcel of Cotton in Orleans by his agents Mitchell & McCullough, who stephed & carried at their place, for three thousand, Six hundred and Eighty one dollars, which appears to us to have been the best disposition that could have been made of it at the time,- Under the impression that it is both honorable and just that Mr Bisland should receive the difference between the contract price for said Cotton and Snyder, and the actual amount of Sale, We do after the most mature deliberation, determine, that the said Michael Snyder pay to the said John Bisland, two thousand and twenty six dollars, and thirty one cents, being the actual difference between the Sale of the Cotton and the contract price promised by said Snyder, with five per cent Return

on the amount, / say two thousand Seventy six dollars and thirty two cents, / from the 1st day of February 1808. until paid. Given under our hands and seals this 28. day of July 1810. / having signed Duplicate / Ferdinand L. Claiborne (Seal) Jas. Williams (Seal)

And now at this day to wit, At a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year One thousand Eight hundred and eleven, came the parties aforesaid, by their attornies aforesaid, Whereupon the said Michael Snyder by his attorney aforesaid prays that no Judgment may be entered upon the award aforesaid by the Arbitrators aforesaid in this cause for the following reasons — 1. Because it is contrary to law 2. Because it is not final and conclusive, 3. Because the arbitrators have allowed Interest in a Contract which by law does not bear interest — 4. Because the sum awarded by the said Arbitrators is not particularly expressed by said award 5. Because Interest is allowed & awarded by said award until the said award ought to be discharged, and 6. Because said award is illegal, contrary to law &c Whereupon &c Bynum atty for Deft — Whereupon all and singular the premises being seen and by the Court here fully understood and mature deliberation being thereupon had for that it appears to the Court here that the award is insufficient and ought not to be set aside, Therefore it is considered that the said John Bisland do recover against the said Michael Snyder his damages aforesaid, by the Arbitrators aforesaid in form aforesaid awarded, and also for his costs and charges by him about his Suit in this behalf expended by the Court here adjudged to the said John Bisland with his assent. Which said damages, Costs and charges amounted in the whole to

And he the said Michael Snyder in Mercy and so forth —

John G. Spencer Staffords vs John Plumb —

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year One thousand Eight hundred and eleven

Be it Remembered, That heretofore to wit, At a Circuit

Court held at the Courthouse in and for the County of Adams on the second Monday in October in the year One Thousand Eight hundred and Eight, John Stafford and Spencer Stafford by their Attorney B Green their Attorney, brought into the Court aforesaid their Bill against John, being in custody of the Sheriff of Adams County, of a Plea of Debt; and then also pledges to prosecute to wit, John Doe and Richard Roe. Which said Bill is in the words following, to wit

"Mississippi Territory, Adams Circuit Court, October Term 1808—

John Stafford and Spencer Stafford complain of John Plumb in custody &c of a plea that he render to them four thousand Eight hundred and twelve dollars, and six cents, lawful money of the United States which to them he justly owes and from them unjustly detains for that Whereas the said Plaintiffs by the name of John Stafford and Spencer Stafford, heretofore to wit at the August Term of the Supreme Court of Judicature of the State of New York, holden before the Justices of the People of the same State, at the City Hall of the City of Albany in the State aforesaid, in the year One thousand Eight hundred and five, by the consideration and Judgment of the said Court, did recover against the said Defendant, by the name of John Plumb the aforesaid sum of four thousand Eight hundred and twelve dollars, and six cents, lawful money aforesaid, which in the Court aforesaid, before the Justices aforesaid was adjudged to the said Plaintiffs as well for a certain Debt of four thousand seven hundred and ninety eight dollars, and thirty eight cents, as also thirteen dollars, and sixty Eight cents, as well for their damages which they had sustained on occasion of the detention of that Debt as for their costs and charges by them laid out, and about their suit in that behalf - Whereof the said Defendant has been convicted as by the Record & proceedings thereof still remaining in that Court, at Albany aforesaid in the State aforesaid more fully appears - which said Judgment still remains in that Court in full force strength and effect, not reversed annulled or set aside, paid satisfied or discontinued / that is to say in the County of Adams aforesaid / nor have the said Plaintiffs nor hath either of them obtained Execution of the Judgment aforesaid, so in force aforesaid recovered, whereby an action hath accrued unto the said Plaintiffs to demand and have of & from the said Defendant the said sum of four thousand Eight hundred and twelve dollars and six cents, above demanded, Yet the said Defendant although often requested hath not paid to the said Plffs or to either of them, the

aforesaid sum of four thousand eight hundred and twelve dollars, and five cents, or any part thereof, but to pay the same, to the said Pltff he the said Deft hath hitherto wholly refused, and still doth refuse to the damage of the said Pltff one thousand dollars, and thereof he brings Suit &c

And the said John Plumley by Lyman Harding his attorney his Attorney comes and defends the wrong and injury when &c Says he owes nothing in manner & form as the Pltff in their declaration have alledged & thereof for trial he puts himself on the Country And the Pltff on the like —

Afterwards towit, At a Circuit Court held at the Courthouse in and for the County of Adams, on the Second Monday in October in the year One thousand Eight hundred and Eight this Cause was legally continued —

Afterwards towit, At a Circuit Court held at the Courthouse in and for the County of Adams on the Second Monday in April in the year One thousand Eight hundred and nine, this Cause was legally continued —

Afterwards towit, At a Superior Court held at the Courthouse in and for the County of Adams, on the Second Monday in October in the year One thousand Eight hundred and nine, this Cause was legally continued —

Afterwards by virtue of the Statute of the General Assembly in such case made and provided, this Cause was transferred from the Circuit Court aforesaid into the Superior Courts in and for the County of Adams, on the Second Monday in April in the year One thousand Eight hundred and ten, which Cause was legally continued —

Afterwards towit, At a Superior Court held at the Court house in and for the County of Adams, on the Second Monday in October in the year One thousand Eight hundred and ten this Cause was legally continued —

Afterwards it is commanded that the Sheriff of Adams County do summon Thirty six good & lawful Men of his County, according to the direction of the act of assembly of the Territory aforesaid in such case made and provided, to be and appear before

the Judges of the Territory aforesaid, at a Superior Court to be holden at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and eleven, by which and by oath and who neither and so forth, to recognize and so forth because as well and so forth, the same day is given to the party aforesaid there and so forth, At which day before the Judges of the Territory aforesaid, at a Superior Court there and there held, came as well the said John and Spencer Stafford, as the said John Plimsey their attorney aforesaid; And the Jurors of the Jury of which mention is above made being called, certain of them came to wit, James Grafton, Robert H Morrow, Shadrack Porter, John Bateman, Daniel Hawkins, Elijah Glascock, Benjamin Hutchins, Ford Scoles, Joseph Pipes, Francis Nailer, Thomas Rowan, and John Rabb who being impannelled, tried and sworn to speak the truth concerning the matter within contained say upon their oath that the said John Plimsey did not pay to the John & Spencer the said Debt in the declaration mentioned, and they find for the said John and Spencer Stafford the sum of twelve hundred and seven dollars, and ninety seven cents, and assess their damages by reason of the detention of said Debt to

Therefore it is considered by the Court that the said John and Spencer Stafford do recover against the said John Plimsey, and the said sum of twelve hundred and seven dollars, their Debt aforesaid, as the sum of for their costs and charges by them about their suit in that behalf expended, which said Debt, cost and charges amount in the whole to And the said John Plimsey in mercy and so forth

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Joseph Caldwell vs Robert Williams

Pleas before the Honorable Walter Leake Esquire Judge in and over the Mississippi Territory at a Superior Court held at the Court House in and for the County of Adams on the second Monday in April in the year one thousand Eight hundred and eleven

Be it Remembered, that heretofore to wit, at a Circuit Court

held at the Courthouse in and for the County of Adams on the second Monday in April, in the Year one thousand Eight hundred and nine, Joseph Caldwell by John Taylor his attorney brought into the Court aforesaid, his Bill against Robert Williams of a plea of Trespass on the Case, and there are pledges to prosecute towit John Doe and Richard Roe, Which said Bill is in the words following towit

Adams County ss In the Circuit Court, of the Term of april AD 1809 Joseph Caldwell complains of Robert Williams in custody &c of a plea of trespass on the Case, For that whereas the said Robert on the third day of June in the Year of our Lord One thousand eight hundred and seven, at the County aforesaid made his certain note in Writing commonly called a promissory Note, with his own proper hand thereto subscribed bearing date the same day and year aforesaid, and then and there delivered the said Note to the Joseph, and thereby promised to pay to him the said Joseph or order at Natchez, the sum of six hundred and seventy five dollars, on or before the first day of January next ensuing the date of said note, by reason whereof and by force of the Statute in such case made and provided, the said Robert became liable to pay to the said Joseph the aforesaid Sum of Money according to the tenor and effect of said note, and being so indebted he the said Robert in consideration thereof, afterwards towit on the day and year first above mentioned at the County aforesaid undertook and then and there faithfully promised the said Joseph to pay him the said Sum of Money according to the tenor and effect of said note- And Whereas also the said Robert afterwards towit on the said third day of June in the year of our Lord One thousand eight hundred and seven, at the County aforesaid was indebted to the said Joseph in other Sum of six hundred and seventy five dollars for Money he the said Robert before that time had and received, to the use of the said Joseph, and being so indebted he the said Robert in consideration thereof afterwards towit, on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised the said Joseph to pay him the last mentioned Sum of Money, when he should afterwards be thereunto required. Yet the said Robert not regarding his

several promises and undertakings aforesaid in form aforesaid made, hath not yet paid the said several sums of money or any part thereof, (Joseph the said) attho, to do this he the said Robert afterwards (viz.) On the fourth day of January, in the year of our Lord One thousand Eight hundred and eight, at Natchez in the County aforesaid, by the said Joseph was requested, but to pay the same hitherto wholly hath refused, and still doth refuse, to the said Joseph, his damage Eighteen hundred dollars and therefore he brings suit &c

Afterwards (to wit) At a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year One thousand Eight hundred and nine this Cause was legally continued.

And now at this day (to wit) At a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in October in the year One thousand Eight hundred and nine, the said Robt Williams had leave to answer the declaration of the said Joseph Caldwell, before the Judges of the Territory aforesaid, at the County aforesaid, and thereupon came the said Joseph Caldwell by his Attorney aforesaid and the said Robt Williams, although on this day solemnly called came not nor saith any thing in bar or preclusion of the actions of the said Joseph Caldwell, but therein makes default by which the said Joseph Caldwell remains therein undefended against the said Robt Williams. By which the said Joseph Caldwell ought to recover against the said Robt Williams his damages by reason of the Non performance of the said several promises and undertakings of the said Robert Williams. But because it is unknown to the Court here what damages the said Joseph Caldwell hath sustained by reason of the Non performance and undertakings aforesaid, Therefore it is commanded, that the Sheriff of Adams County do summon thirty six good and lawful Men of his County, according to the direction of the act of the General Assembly of the Territory aforesaid, in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Circuit Court to be holden at the Courthouse in and for the County of Adams, on the second Monday in October in the year of our Lord One thousand Eight hundred and nine, by whom and of oath and whereof

set forth, to recognize and set forth, and diligently enquire what damages the said Joseph Caldwell hath sustained by reason of the non performance of the promises and undertakings of the said Robert Williams- At which day before the Judges of the Territory aforesaid, come the said Joseph Caldwell, and the Jurors of the Jury of which mention is above made being called; certain of them came to wit, William Thompson, George Pernard, John Bigelow, James Brown, John Carroll, Washington Stubblefield John Hutchins, William G Sanders, Henry Hunt, Shadrach Porter, Charles Eason, Charles King, who being impannelled, sworn, and charged to enquire what damages the said Joseph Caldwell hath sustained by reason of the nonperformances of the said promises and undertakings of the said Robert Williams, say upon their oath that the said Joseph Caldwell hath sustained damage to seven hundred and forty seven dollars and fifty cents- Whereupon the said Joseph Caldwell by his attorney prays Judgment against the said Robert Williams of and upon the verdict aforesaid, by the Jurors aforesaid, given in form aforesaid, And the said Robert William by his attorney says that the Court here ought not to procede to render Judgment upon the verdict aforesaid and prays that Judgment against him of and upon the verdict aforesaid, in form aforesaid given, may be stayed and a new trial granted- Ordered by the Court to be transferred into the Supreme Court of the Mississippi Territory- (Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid, in such case made and provided, this Cause was transferred into the Superior Court of Adams County, on the second Monday in April in the year one thousand Eight hundred and two, which said Cause was legally continued) — —

Afterwards towit, At a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in October in the year one thousand Eight hundred and two, this Cause was legally continued—

And now at this day that is to say, At a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year one thousand eight hundred and eleven, came again into Court here the Parties aforesaid by their Attorneys aforesaid, Whereupon all and singular the premises being seen, and by the Court here fully understood and mature deliberation being thereupon had, it appears to the Court here, that the said verdict is in

no wise insufficient or erroneous, and that the same ought not to be set aside, and that no new trial ought to be had of the same aforesaid— Therefore it is considered, that the said Joseph Caldwell do recover against the said Robert Williams his damages aforesaid, by the Juror aforesaid, in form aforesaid assessed, and also

for his costs and charges by him about his suit in this behalf half expended. now here adjudged to the said Joseph Caldwell with his assent. Which said Damages Cost, and Charges amount in the whole to

And be the said Robert Williams in Mercy &c. &c.

Theodore I H Richey for Saml Montgomery use vs Robert Williams

Pleas before the honorable Walter Leake, Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the Second Monday in April in the year One Thousand Eight hundred and Eleven—

Be it Remembered, That heretofore towit, at a Circuit Court held at the Courthouse in and for the County of Adams on the Second Monday in April in the Year One Thousand Eight hundred and nine, Theodore I H Richey by William B Shields his Attorney brought into the Court aforesaid his Bill against Robert Williams, then in custody of the Sheriff of Adams County, of a plea of Trespass on the Case, and there are pledges to prosecute towit John Doe and Richard Roe, Which said Bill is in the words following towit— Mississippi Territory, Adams County Ss In the Circuit Court April Term 1809— Theodore I H Richey complaining of Robert Williams in custody &c of a Plea of Trespass on the Case— For that Whereas the said Robert on the seventh day of May in the Year One Thousand Eight hundred and Eight, Court at Washington in the County aforesaid, made his certain Note in Writing commonly called a promissory Note, his own proper hand being thereto subscribed, bearing date the same day and Year and then and there delivered the said Note to the said Theodore and thereby on demand promised to pay to the said Theodore I H Richey or order the

hundred and twelve dollars, fifty nine & 3/4 cents, for value received by reason whereof, and by force of the Statute in such case made and provided, the said Robert became liable to pay to the said Theodore, the said sum of Money mentioned in said note, according to the tenor and effect thereof; and being so liable he the said Robert in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at Washington in the County aforesaid, undertook & faithfully promised the said Theodore to pay him the said sum of Money mentioned in said note, accord to the tenor & effect of said note, when he should be thereto afterwards requested, yet the said Robert altho, often requested hath not yet paid the said sum of Money mentioned in said note or any part thereof to the said Theodore, but to pay the same hath hitherto wholly refused, and still refuses, to the said Theodore his damage five hundred dollars. Whereupon he sues &c

Afterwards, to wit, At a Circuit Court held at the Courthouse in and for the County of Adams, on the Second Monday in April in the Year One thousand Eight hundred and nine, this Cause was legally continued.

And now at this day, to wit, At a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in October in the year one thousand Eight hundred and nine, the said Robert Williams had leave to answer the Declaration of the said Theodore J H Richey before the Judges of the Territory aforesaid — And thereupon came the said Theodore J H Richey by his attorney aforesaid, and the said Robert Williams altho, on that day, solemnly called, comes not, nor saith any thing in bar or preclusion of the action of the said Theodore J H Richey, but therein makes default, whereby the said Theodore J H Richey remains therein undefended against the said Robert Williams by which the said Theodore J H Richey ought to recover against the said Robert Williams, his damages by reason of the non performance of the said several promises & undertakings of the said Robert Williams But because it is unknown to the Court here what damages the said Theodore J H Richey has sustained by reason of the non performance and undertaking aforesaid, It is afterwards commanded that the Sheriff of Adams County, do summon thirty six good and lawful Men of his County, according to the direction of the act of the General Assembly of the Territory aforesaid in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Circuit Court to be holden at the Courthouse in and for the County of

Adams on the second Monday in October in the Year one Thousand Eight hundred and nine, by whom and so forth, and who neither and so forth, to recognize and so forth, and diligently enquire what damages the said Sheldon I H Richey hath sustained, by reason of the non performance of the promises and undertakings of the said Robert Williams at which day before the Judges of the Territory aforesaid, come the said Sheldon I H Richey, by his Attorney aforesaid, and the Jurors of the Jury of which mention is above made being called, certain of them came to wit William Thompson, George Parmenter, John Bigelow Jamey Crow, John Carrol, Washington Stubblefield, John Hutching, William G Sanders Henry Hunt, Shadrick Porter, Charles Bacon, and Charles King, who being impannelled, sworn, and charged to enquire what damages the said Sheldon I H Richey hath sustained by reason of the non performance of the said several promises and undertakings of the said Robert Williams, upon their oath do say that the said Sheldon I H Richey has sustained damage to two hundred and thirty dollars, fifty nine cents. Whereupon the said Sheldon I H Richey by his Attorney prays Judgment against the said Robert Williams of and upon the verdict aforesaid, by the Jurors aforesaid, given in form aforesaid, and the said Robert Williams by his Attorney, says that the Court here ought not to proceed to render Judgment upon the verdict aforesaid, and prays that Judgment against him of and upon the verdict aforesaid in form aforesaid given, may be stayed, and a new trial granted ordered by the Court to be transferred into the Supreme Court of the Mississippi Territory. Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid in such case made and provided this Cause was transferred into the Superior Court of Adams County, on the second Monday in April in the year one thousand Eight hundred and two. Which said Cause was legally continued.

Afterwards to wit, at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in October in the year one thousand Eight hundred and two, this Cause was legally continued. And now at this day to wit at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year one thousand Eight hundred and eleven, came into this Court here the parties aforesaid, by their Attorneys aforesaid, Whereupon all and singular the premises being seen and by the Court here fully understood, and matters deliberation being thereupon had, it

appear to the Court here, that the said verdict is in manner and
form sufficient & in Law, and that the same ought not to be set
aside, and that no new trial ought to be had of the issue aforesaid.
Therefore it is considered that the said Theodore H. Richey do recover
against the said Robert Milladay his damages aforesaid by the Jury
aforesaid in form aforesaid assessed, and also
for his costs and Charges by him about
his suit in that behalf expended, by the Court now here adjudged
to the said Theodore H. Richey with his assent. Which said damages
Costs & Charges amount in the whole to
And he the said Robert Milladay in
Mercy and so forth ——

William B. Todd vs Geo: M. Regan,

Plea before the honorable Walter Leake
Judge in and over the Mississippi Territory at a Superior
Court held at the Courthouse in and for the County of
Adams, on the second Monday in April in the Year
One thousand Eight hundred and Eleven ——

Be it Remembered that heretofore to wit at a Circuit
Court held at the Courthouse in and for the County of Adams on the
second Monday in April in the Year One thousand Eight hundred
and nine. The Justices of the Mayors Court of the City of Natchez, transmit
to the Circuit Court aforesaid the Record and proceedings of a plea
which was lately depending before them, in the Court aforesaid, between
William B. Todd Plaintiff and George M. Reagan Defendant, wherein
the said Mayors Court gave judgment against the said George M.
Reagan, from which said Judgment the said George M. Reagan prayed
an appeal, to the Circuit Court aforesaid. Which said Record &
Proceedings are in the following words, to wit. ——

Mississippi Territory, City of Natchez. Pleas before Samuel Brooks Esquire
Mayor, Thomas Buford Esq. Recorder, John Steele Esquire Alderman,
Associate Justices of the Mayors Court, at a Mayors Court held in
and for the said City, on Wednesday the fifth day of October in the
Year of our Lord One thousand Eight hundred and Eight, and of
American Independence the thirty third. ——

Be it Remembered, that heretofore to wit. at rules held in the

Clerks office of the said Court, by order of the Court, on the twenty second day of July, in the Year aforesaid, William B Todd, by Gabriel Richard his attorney, came into Court, and brought into the same his Bill, against George M Reagan, who was attached by his Goods, Chattels and Estate, to answer unto the said William B Todd, of a plea of trespass on the case &c and there are pledges of Prosecution towit John Doe and Richard Roe, Which said Bill is in the words following towit —

Mississippi Territory City of Natchez. Mayors Court July Term 1808

George M Reagan was attached by his Goods Chattels and Estate to answer William B Todd, of a plea of trespass on the Case, &c that whereas one Nicholas Rogers, the Servant and agent to the said Reagan, and for the said Reagan, and intrusted by the said Defendant, to sign promissory notes, on the fifteenth day of March in the Year of our Lord one thousand Eight hundred and Eight, in the City aforesaid, made a certain note in Writing commonly called a promissory note, with his own proper hand thereto subscribed, bearing date on the day and year last mentioned, and there and there for the said George M Reagan, delivered the said note to the said William B Todd, by which said note the said Nicholas Rogers, for and on behalf of the said Reagan, promised to pay to the said William B Todd, by the name of William B Todd, or order on or before the first day of June then next, the just sum of one hundred and thirty dollars for value received, by reason whereof, and by force of the Statute the said George M Reagan, became liable to pay to the said William the said sum of Money contained in the said note, according to the tenor and effect of said note, and being so liable, the said George M Reagan in consideration thereof afterwards towit, on the day and year last mentioned, in the City aforesaid, undertook and then and there faithfully promised the said William to pay him, the said sum of Money contained in said note, according to the tenor and effect of said note, Nevertheless the said George his promise and undertaking aforesaid, in form aforesaid made not in the least regarding, the aforesaid sum of Money or any part thereof to the aforesaid William hath not yet paid although to pay the same, the said George hath been often required) but to pay the same to the said William hath hitherto refused, and still doth refuse to his damage one hundred and fifty two dollars, and thereupon he brings Suit &c — And the said Plaintiff prays, that the said Defendant may answer to his said Bill, upon which time is given by the Court, until the next rule day on the Twenty ninth day of July in the year aforesaid, and the same is given to the said Plaintiff, at the same time and place — at which day, towit

the day and year last aforesaid, at Rule held at the Clerk's office aforesaid, by order of the Court, came the said Defendant by his Attorney aforesaid, and the said Defendant, although solemnly called, came not to answer, but made default, nor did he say any thing in bar or preclusion of the Plaintiff's action, whereby the Plaintiff is entirely undefended against the said Defendant. Therefore it is considered by the Court that the said Plaintiff recover against the said Defendant the damages which he hath sustained by reason of the Nonperformance of the premises and undertakings as in the Plaintiff's bill is set forth. But because it is not known what damages the Plaintiff hath sustained in this behalf it is ordered that the same be enquired of & assessed by the Court at their next term. — And now at this day to wit the day and year first above written, at a Mayors Court held in and for the City aforesaid, came the Plaintiff by his Attorney John Taylor Esquire his Attorney, and by leave of the Court first had assents the writ and says that he did not undertake and promise in manner and form as the said Williams has declared against him and of this he puts himself upon the Court. — And the Plaintiff doth the like.

And now at this day to wit, the day and year last aforesaid, came the parties by their Attorneys aforesaid. — Whereupon the Court after hearing the Evidence it is their opinion that the Plaintiff has sustained damages by reason of the Nonperformance of the said Defendants several premises and undertakings as set forth in his declaration. Therefore the Court doth assess the Plaintiffs damages at the sum of one hundred and thirty two dollars and sixty cents, besides costs of suit. — Therefore it is considered by the Court that the said Plaintiff recover against the said Defendant his damages by the Court in form aforesaid assessed. And also the sum of seventeen dollars and fifty cents, for his costs and charges by him about his suit in that behalf expended. — Amounting in the whole to One hundred and fifty dollars and ten cents. And he the said Defendant in Mercy &c. forth —

From which said Judgment the said Defendant prays an appeal to the next circuit Court to be held in and for the County of Adams, and having entered into bond conditioned according to Law, with Daniel D Elliott as his Security, the same is granted to him. —

Which said Bond is in the words following to wit "Know all Men by these Presents, that we George M Reagan, and Daniel Elliott are held and firmly bound unto Williams Bolt, in the penal sum of Two hundred and sixty five dollars $\frac{20}{100}$ Money of the United States, for the payment whereof, well and truly to be made we bind ourselves and each of us,

and our and each of our Heirs Executors and administrators, jointly and severally firmly by these presents, Sealed with our Seals and dated the 5 day of October A.D. One thousand Eight hundred and Eight.

The Condition of this obligation is such, That Whereas the said William B. Todd, hath obtained in the Mayors Court of the City of Natchez at this October Term in the year aforesaid a judgment against the said George M Reagan, for One hundred and thirty two dollars 60/100 and the costs of suit by him about that behalf expended, and from which Judgment, the said George M Reagan, hath prayed an appeal to the Circuit Court to be held in and for the County of Adams: which appeal is granted: Now the Condition of this obligation is such, that if the above named George do prosecute his said appeal to effect, or failing therein, do abide the judgment and decision of the said Circuit Court and do and perform whatever may be required of him, the said George, by the said Court, then this obligation to be void and of no effect, otherwise to be and remain in full force and virtue—

Signed Sealed & delivered in
Presence of And.w Marschalk-blk.

G.D. Elliott

Afterwards towit at a Superior Court held at the Courthouse and for the County of Adams on the second Monday in April in the year One thousand Eight hundred and nine, this cause was legally continued—

Afterwards it is commanded that the Sheriff of Adams County, do summon thirty six good and lawful men of his county according to the directions of the act of Assembly of the Territory aforesaid in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Circuit to be holden at the Courthouse in and for the County of Adams, on the second Monday in October in the year One thousand Eight hundred and nine, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid, then and so forth. At which day before the Judges of the Territory aforesaid, come as well the said William B Todd, as the said George M Reagan by their Attorneys aforesaid, and the Jurors of the Jury of which mention is above made being called certain of them come towit— Burton Harrison, George Dormond, James Brown, John Carroll, David Thompson Abram Taylor, Washington Stubblefield, John Rabb, William Sanders, John Curtis, George Mock, William Brothers,

who being impannelled tried and sworn to speake the truth
concerning the matters within contained say upon their oath
that the said George M Reagan did undertake & promise in
manner and form as the said William B Todd hath above thereof
declared against him, and assesse the damages of the said William
B Todd by reason of the Non performance of the said several
promises and Undertakings aforesaid, to One hundred and forty
dollars, and Sixty one cents— Whereupon the said
William B Todd, by his Attorney prays Judgment, against the
said George M Reagan, of and upon the verdict aforesaid, by the
Jurors aforesaid given in form aforesaid, and the said George M Reagan
by his Attorney aforesaid, says that the Court here ought not to proceed
to render Judgment upon the verdict aforesaid, and prays that
Judgment against them of and upon the verdict aforesaid may be
stayed, and a new trial granted, Ordered by the Court to be
transferred to the Supreme Court of the Mississippi Territory,
Afterward by virtue of the Statute of the General Assembly of the
Territory aforesaid in such case made and provided, this Cause was
transferred into the Superior Court of Adams County on the
Second Monday in April in the Year One thousand Eight
hundred and Ten, Which said Cause was legally continued.—
Afterwards towit, at a Superior Court held at the Courthouse
in and for the County of Adams, on the Second Monday in October
in the Year One thousand Eight hundred and Ten, this Cause was
legally continued—

And now at this day Court, at a Superior Court held at the
Courthouse in and for the County of Adams, on the Second Monday
in April in the Year One thousand Eight hundred and eleven, came
again into Court here, the parties aforesaid, by their Attorneys afore-
said, Whereupon all and singular the premises being seen and
by the Court here fully understood and mature deliberation being
thereupon had, it appears to the Court here, that the verdict
aforesaid is in no wise insufficient or erroneous, and that the same
ought not to be set aside, and that no new trial ought to be had of
the issue aforesaid. Therefore it is considered by the Court now here,
that the said William B Todd, do recover against the said George
M Reagan his damages aforesaid by the Jurors aforesaid in form
aforesaid assessed, and also

for

his costs and charges by the Court now here adjudged to the said William B Todd, with his assent. It is also considered that the said William B Todd do recover against the said Daniel D Elliott Security of the said George W Reagan, to the appeal aforesaid, the damages costs and charges aforesaid, according to the directions of the Statute of the General Assembly of the Territory aforesaid in such case made and provided, which said Damages, Costs and Charges amount in the whole to

and be the

said George W Reagan and Daniel D Elliott in Mercy and so forth ~~~

Joseph Erwin vs Jewitt & Shilling

Pleas before the honorable Walter Leake, Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the year One thousand Eight hundred and Eleven ~~~

Be it Remembered, That heretofore, toit at a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the year One thousand Eight hundred and Eight, Joseph Erwin by Sumner his Attorny brought into the Court aforesaid, his Bill against Ezekiel Jewitt & Palser Shilling being in custody of the Sheriff of Adams County of a Plea of Debt, Which said Bill is in the words following towit

Adams County, April Term 1808.

Joseph Erwin complains of Ezekiel Jewitt & Palser Shilling in custody &c of a Plea of Debt, that they render to him the sum of Five hundred and seventy Eight dollars, and fifty cents, which to him they owe and from him unjustly detain For that Whereas the said Defendants on the first day of March in the Year 1808, in the County aforesaid, by their certain Writing Sealed with their Seals and to the Court now here shewn, the date whereof is on the day and year aforesaid, did promise to pay to Joseph Erwin the said Pltf or order the sum of Five hundred and seventy

Eight dollars, and fifty cents ten days after the date aforesaid Nevertheless the said Defendants, the said sum of money nor any part thereof to the said Plt, did not pay ten days after the date aforesaid, nor at any time since that day, altho, they thereto were often required. But the same to him to pay they have hitherto refused and still do refuse to his damage Five hundred dollars, and therefore he sues &c

Afterwards towit, At a Circuit Court held at the Court house in and for the County of Adams, on the second Monday in April in the year one thousand Eight hundred and eight, this Cause was legally continued — —

Afterwards, towit At a Circuit Court held at the Court: house in and for the County of Adams on the second Monday in October in the year One thousand Eight hundred and eight. This Cause was legally continued — —

Afterwards, towit, on the sixth day of December in the Year one thousand Eight hundred and eight, the following Scire facias issued,

Mississippi Territory, Adams County } towit

The Mississippi Territory of the United States.

To the Sheriff of Adams County, Greeting.

Whereas Joseph Erwin lately in the Circuit Court of Adams County brought his action against Palser Shilling and Ezekiel Perritt, of a plea of Debt, and the said Palser Shilling one of the Defendants in the action aforesaid and before final judgment thereon died, having first made his last will & testament in writing and thereby constituted and appointed John Steele and Roger Dixon, Executors thereof which information hath been received from the said Joseph Erwin. Whereupon the said Joseph Erwin hath brought to the Court to grant him his proper remedy in this behalf, And the Court being willing and desirous that what is just & right in this behalf should be done, You are hereby commanded, that by good and lawful Men of your County, you make known to the said John Steele and Roger Dixon Executors as aforesaid, that they be and appear before the Judges of the Territory aforesaid, at a Circuit Court to be holden at the Courthouse in and for the County of

Adams on the second Monday in April next to shew cause if
any they can, say for themselves why the Debt and Damages in
the action aforesaid, should not be recovered against them, as Execu-
tors aforesaid, by the said Joseph Erwin, according to the form
of the Statute in such case made and provided, if it shall
seem expedient for them so to do, and further to do and
receive what the said Court shall then and there consider
in this behalf, and have then there the names of those by
whom you shall make known, to the said John Steele and Roger
Dixon and this Writ- Witness the honorable Peter Bryan
Bruin Ogden first Judge of the Territory aforesaid, at the
Courthouse of said County the second Monday in October in the
year one thousand eight hundred and eight, and in the thirty
third year of the Sovereignty and Independence of the United States
of America-

Thos. Scott Clk

Issued December 6. 1808-

Upon which said Writ, the Sheriff of Adams County to whom
the same was directed made the following return towit, "Made
known in presence of R Pennington & A. Brown," & Posse—

And the said John Steele and Roger Dixon Executors aforesaid
by Gabriel Tichenor their attorney come and defend the wrong and
injury, when &c and say that the Pff ought not to have his
said action because that before the commencement of the action
aforesd against the said Peter Shelling decd towit, on the 1st day
of April 1808 at Adams County aforesd he the said Peter in his
lifetime well and truly paid to the Plaintiff the said Debt and
damages mentioned in the said Pffs declaration, and this he is
ready to verify, Wherefore they pray judgment whether the
said Pff ought to have his said action against them &c

And the said Pff by his Atty says that he by any thing by
the said Defendants in their plea above pleaded to be barred
of his action ought not, because he says that the said Peter
did not pay the Debt aforesaid & this he prays may be
enquired of by the Country— And the Pffs likewise—

Afterwards towit at a Circuit Court held at the Courthouse
in and for the County of Adams on the second Monday in April in the
year one thousand Eight hundred and nine this Cause was legally continued

Afterwards towit, at a Circuit Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one Thousand Eight hundred and nine this Cause was legally continued.—

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid in such case made and provided, this Cause was transferred from the Circuit Court aforesaid into the Superior Court in and for the County of Adams, on the second Monday in April in the Year one Thousand Eight hundred and ten, which said Cause was legally continued.—

Afterwards at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year one Thousand Eight hundred and ten, this Cause was legally continued.—

Afterwards it is commanded that the Sheriff of Adams County do summon thirty six good and lawful men of his County according to the direction of the act of the General Assembly of the Territory aforesaid in such case made and provided, to be and appear before the Judges of the Territory aforesaid, at a Superior Court to be holden at the Courthouse in and for the County of Adams, on the second Monday in April in the Year one Thousand Eight hundred and eleven, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid there and so forth. At which day before the Judges of the Territory aforesaid, come as well the said Joseph Erwin as the said John Stuts and Roger Dixon Executors of the Estate of Palser Shilling deceased by their Attorney aforesaid, and the Jurors of the Jury of which mention is above made being called certain of them came towit Richard Sopsion, Thomas Rowan Gibson, Stephen Defrance, Elijah Havard, Levi Foster, James Bradley, John Callihane, Theodore H Richey, Royal Peck, Shadrick Porter, Daniel Boyce, and Lucas Hill who being empannelled tried and sworn to speak the truth concerning the matters within contained say upon their oath, that the said Writing obligatory is the act & Deed of him the said Palser Shilling as the said Joseph Erwin hath above alledged and that the said Palser Shilling did not in his lifetime pay to the said Joseph Erwin the Debt in the Declaration mentioned as the said John Stuts and Roger Dixon have in their Plea alledged

and they find for the said Joseph Erwin the Debt in the Declaration mentioned, and ap[p]ep the damages of the said Joseph Erwin by reason of the detention of the said Debt to one hundred and seven dollars and ninety eight cents. Therefor it is considered by the Court here that the said Joseph Erwin do recover against the said John Steele and Roger Dixon Executors as aforesaid the said Debt in the Declaration mentioned & the said sum of one hundred and seven dollars, his damages by the Jurors aforesaid in form aforesaid ap[p]eped by reason of the detention of the said Debt, and also for his costs and charges by him about his suit in this behalf expended, by the Court here adjudged to the said Joseph Erwin with his assent- Which said Debt, damages, Costs & Charges amount in the whole to

And he the said John Steele and Roger Dixon in their

and so forth

Margaret Williams vs Susanna Purvis et al-

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Court House in and for the County of Adams on the second Monday in April in the Year one thousand Eight hundred and Eleven

But Remembered that heretofore towit, at a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the Year one thousand Eight hundred and nine, Margaret Williams by Cowles Mead her Attorney brought into the Court aforesaid, her Bill against Susanna Purvis, John Purvis, Alexander Purvis, Charles Purvis & George Purvis, whereon attached by their Goods & Chattels to answer the said Margaret Williams of a Plea of Trespass Which said Bill is in the words following towit.

Susanna Purvis John Purvis, Alexander Purvis, Charles Purvis and George Purvis, late of Adams, were attached to answer Margaret Williams, in a plea wherefore with force & arms

they beat, wounded, assaulted, & ill treated the said Margaret and the House of the said Margaret, in the County aforesaid they did break and enter, and there without leave and against the will of the said Margaret, a long time tarried, and continued and the Goods & Chattels of the said Margaret there lately found to the value of did take seize and carry away and to their own proper use convert & dispose, and other wrongs to the said Margaret did, to the great damage of the said Margaret and against the Peace and dignity of the Mississippi Territory, and Whereupon the said Margaret by her Attorney complaining that the said Susanna, John, Alexander, Charles and George, with force and arms, that is to say with Swords, Staves, clubs knives and Pitchforks on the first day of May 1808, upon said Margaret and commit an assault, and her did strike and there beat bruised and ill treat so that her life was greatly despaired of, and the House of said Margaret did break & enter and there without leave and against the will of said Margaret, continued a long time, to wit the space of one year, and the Goods & Chattels of the said Margaret there lately found, to the value of dollars, did take seize, and carry away, and to their own proper use convert & dispose & did other wrongs to the said Margaret, to her great damage against the peace of this Territory Whereupon said Margaret says she is injured & damaged to the value of fifteen hundred dollars, & therefore she sues &c

Afterwards towit, at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the Year One thousand Eight hundred and nine, This Cause was legally continued ———————

Afterwards towit, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in October in the Year One thousand Eight hundred and nine this Cause was legally continued.

Afterwards by virtue of the Statute of the General Assembly of the Territory aforesaid, in such case made and provided, this Cause was transferred from the Circuit Court aforesaid into the Superior Court in and for the County of Adams, on the second Monday in April in the Year One thousand Eight hundred and ten, Which said Cause was legally continued ———————

Afterwards towit, at a Superior Court held at the Courthouse

in and for the County of Adams on the second Monday in October the Year One Thousand Eight hundred and ten. this Cause was by continued ——

And now at this day that is to say, at a Superior Court held at the Courthouse in and for the County of Adams on the second Monday in April in the Year One Thousand Eight hundred and ten. come the said Margaret Williams by her Attorney aforesaid and the said Susanna Purvis, John Purvis, Alexander Purvis, Charly Purvis, & George Purvis, although on that day solemnly called come not, nor saith any thing in bar or preclusion of the action of the said Margaret Williams, but therein make default, whereby the said Margaret Williams remains therein undefended against the said Susanna Purvis, John Purvis, Alexander Purvis, Charly Purvis, and George Purvis, for which the said Margaret Williams ought to recover against the said Susanna Purvis, John Purvis, Alexander Purvis, Charly Purvis, and George Purvis, her damages by reason of the Trespass aforesaid, But because it is unknown to the Court here what damages the said Margaret Williams hath sustained by reason of the Trespass aforesaid, It is afterwards commanded that the Sheriff of Adams County do summon thirty ~~six~~ good and lawful Men of his County, according to the directions of the act of Assembly of the Territory aforesaid in such case made and provided, to be and appear before the Judges of the Territory aforesaid at a Superior Court to be holden at the Courthouse in and for the County of Adams on the second Monday in April in the Year One Thousand Eight hundred and ten, by whom and so forth, and who neither and so forth, to recognize and so forth, and diligently enquire what damages the said Margaret Williams hath sustained by reason of the trespass aforesaid ——

At which day before the Judges of the Territory aforesaid at a Superior Court then and there held came the said Margaret Williams by her Attorney aforesaid, and the most of the Jury of which mention is above made being called, certain of them came to wit Richard Stephens, James Grafton, Isaac Taylor, Isaac N. Selser, Robert Taylor, Edmund Andrews, James Luckett, William L. Chew, David Berry, Joseph Montgomery, George Selser, Solomon Swayze, who being empannelled, tried and sworn to enquire what damages the said Margaret Williams hath sustained by reason of the trespass aforesaid, upon their oath do say that the said Susanna Purvis, John Purvis, Alexander Purvis, Charly Purvis, and George Purvis, are guilty of the premises within laid to their

charge in manner and form as the said Margaret Williams complains against them, and they assess the damages of the said Margaret Williams by occasion thereof to the sum of two hundred dollars. Therefore it is considered that the said Margaret Williams do recover against the said Susanna Purvis, John Purvis, Alexander Purvis, Charles Purvis and George Purvis, her damages aforesaid, by the Jury aforesaid, in form aforesaid assessed and also

for costs and charges by her about her suit in this behalf expended, by the Court now here adjudged to the said Margaret Williams with her assent. Which said Damages Costs and Charges amount in the whole to

And he the said Susanna Purvis, John Purvis, Alexander Purvis, Charles Purvis, and George Purvis in mercy and so forth ———

The United States vs Alexander Baillie

Pleas before the honorable Walter Leake Judge in and over the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the Year One Thousand Eight hundred and eleven ——

Be it Remembered That heretofore towit, at a Circuit Court held at the Courthouse in and for the County of Adams, on the second Monday in April in the Year One Thousand Eight hundred and seven, The United States of America by Seth Lewis their attorney brought into the Court aforesaid their Bill against Alexander Baillie, being in custody of the Sheriff of Adams County of a plea Covenant broken, &c which said Bill is in the words following towit

Mississippi Territory
Adams County } towit April Term 1807—

The United States of America by Seth Lewis their Attorney complains of Alexander Baillie, in custody &c of a plea of Covenant broken, &c for that whereas the said Alexander Baillie on the

sixteenth day of May, in the year of our Lord One Thousand Eight hundred and four, at the County of Adams aforesaid, by his certain writing obligatory sealed with his seal, and dated the same day and year aforesaid, did / together with a certain Edward Turner and William Dunbar, who also sealed the said writing obligatory with their seals, but are not sued in this action / acknowledge himself to be held and firmly bound unto the said United States of America, in the full and just sum of Five Thousand dollars, money of the said United States. To which payment well and truly to be made, the said Alexander did bind himself his Heirs Executors and Administrators firmly by the said writing obligatory; to which said writing obligatory a certain condition was thereunder written, that Whereas the President of the United States had pursuant to Law appointed the said Alexander to the office of Collector of the customs for the district of Natchez in the Mississippi Territory, then if the said Alexander had truly and faithfully executed and discharged and should continue faithfully and truly to execute and discharge the duties of the said office according to Law, Then the said writing obligatory was to be void, otherwise to remain in full force and virtue. and the said United States in fact do say, that the said Alexander on the twenty sixth day of June in the Year one thousand eight hundred and six, and at divers days and times, before that time, during the time that the said Alexander was being Collector of the customs as aforesaid at the County aforesaid, in the District aforesaid, as Collector aforesaid, did collect and receive for the use of the said United States, divers sums of money as the customs aforesaid, then and there being due and payable to the said United States, amounting in the whole to the sum of Six thousand and fifty six dollars and forty eight cents, Money of the United States, which said Monies the said Alexander ought by Law to have paid into the Treasury of the United States, for the use of the said United States. Nevertheless the said Alexander although often thereto requested, the aforesaid sum of Six thousand and fifty six dollars, and forty eight cents to the said United States has not yet paid, nor any part thereof neither hath he paid the same, nor any part thereof, into the Treasury of the said United States, nor in any manner satisfied the said United States for the same, but hath hitherto refused and still doth refuse

so to do. Wherefore the said United States do say that the said Alexander hath not kept and performed his covenant aforesaid but hath broken the same, to their damage dollars, and therefore they bring their suit &c — And the said United States by their Attorney aforesaid bring into Court a true copy of the writing obligatory aforesaid, duly certified and authenticated according to law, the original thereof being on file in the Department of the Treasury, of the United States by ordered & required by law, ——————

And the said Defendant comes and defends the force and injury when &c and says the said Pltff. to have and maintain their said action against him ought not because he says he hath performed all and singular the covenants contained in the condition of the writing obligatory in the said declaration mentioned and this he is ready to verify wherefore he prays judgment &c.

And the said United States by their attorney aforesaid say that the said Alexander hath not performed the covenants and conditions contained in the condition of the aforesaid writing obligatory in manner and form as in pleading he hath alleged and this they pray may be inquired of by the Country. and the said Defendant likewise.

Afterwards Court at a circuit Court held at the Court house in and for the County of Adams on the second Monday in April in the year one thousand eight hundred and seven this cause was legally continued

Afterwards to wit, at a circuit Court held at the Court house in and for the County of Adams on the second Monday in October in the year one thousand eight hundred and seven this cause was legally continued

Afterwards Court at a Circuit Court held at the Court house in and for the County of Adams on the second Monday in April in the year one thousand eight hundred and eight this cause was legally continued

Afterwards Court at a Circuit Court held at the Court house in and for the County of Adams on the second Monday in April in the year one thousand eight hundred and nine this cause was legally continued

Afterwards Court at a Circuit Court held at the Court house in and for the County of Adams on the second Monday in October in the year one thousand eight hundred and nine this cause was legally Continued

Afterwards by order of the Statute of the General Assembly

of the Territory aforesaid on which said day came the Plaintiff and the said cause was transferred from the District Court aforesaid into the Supreme Court in and for the County of Adams, on the second Monday in April in the year one thousand eight hundred and ten, to which said cause was legally continued

Afterwards Court at a Supreme Court held at the Court House in and for the County of Adams on the second Monday in October in the year one thousand eight hundred and ten this cause was legally Continued

Afterwards it is commanded that the Sheriff of Adams County in the Territory aforesaid do summon thirty six good and lawful men of his County according to the directions of the act of the general assembly of the Territory aforesaid in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court to be holden at the Court House in and for the County of Adams on the second Monday in April in the year one thousand eight hundred and eleven by whom and so forth and who neither and so forth to recognize and so forth because as well and so forth the same day is given to the parties aforesaid and so forth At which day before the Judges of the Territory aforesaid at the Superior Court, there and then came as well the said United States as the said Alexander Bailie by their respective Attorneys aforesaid and the jurors of the jury of which mention is above made being called Certain of them came to wit, James Grayson, Samuel Montgomery, Josiah Hannah, Philip Hoggatt, Thos G Percy, Elijah Howard, George Selger, David Kinney, Samuel Kinney, Edward Gamble, Abraham Dayton Robt M Rea, who being impannelled tried and sworn to speak the truth concerning the matter within contained say on their oath that the said Defendant hath duly performed and fulfilled the Conditions and Agreements in the writing obligatory aforesaid contained and specified on the part of the said Defendant to be observed performed and fulfilled according to the form and effect of the conditions and agreements in the said writing Obligatory as by pleading he hath alledged,

Therefore it is considered by the Court here that the said United States take nothing by their writ and declaration aforesaid and that the Defendant go thereof without day. And it is also considered by the Court that the said Alexander Bailie recover against the said United States the sum of thirty two dollars and twenty three cents by the Court here adjudged to the said Alexander Bailie for his costs and charges by him about his defence in this behalf said out and

Same was awarded. Whereupon the following Return to Wit.

Levied on a Town and Lott now occupied by Isaac & Samuel Parkin on the 5th of January 1811.

M Talbot Sheriff

Samuel Parkin as Garnishee in this Cau

M Talbot Sheriff

Mississippi Territory
Adams County } Supr Court April Term 1811

James Brown and Rezin Hammond were attached by their goods and chattels to Answer unto Beverly R Grayson a Spinco according to the form of the Statute in such case lately made and provided of Benjah Osmun in a plea that they render to him the said Beverly the sum of three thousand dollars which the said James and Rezin owe to and unjustly detain from him for that whereas the said James & Rezin on the twenty ninth day of September in the year 1809. at Natchez in the County aforesaid by their certain writing obligatory have acknowledged themselves to be held and firmly bound unto the said Benjah Osmun in the sum of three thousand dollars to be paid to the said Benjah his heirs executors administrators or assigns when aforesaid they should be thereunto required and the said Beverly further saith that the said Benjah afterwards to wit on the 12th day of July in the year 1810 at Natchez aforesaid in the County aforesaid by an indorsement on the same writing obligatory made under the hand of the said Benjah on the day and year last aforesaid he the said Benjah his assigns the said writing obligatory and the money and interest due thereon to him the said Beverly according to the form of the Statute aforesaid whereof the said James and Rezin afterwards to wit on the day and year aforesaid at the County aforesaid have notice by writing whereof and by force of the Statute aforesaid an action hath accrued unto him the said Beverly to demand and have of them the said James & Rezin the said sum of three thousand dollars nevertheless the said James and Rezin although often requested the said sum of three thousand dollars or any part thereof unto him the said Beverly Spinco aforesaid have not rendered or yet do but hitherto utterly refuse and still do refuse to the damage of the said Beverly two thousand dollars and therefore he brings suit &c and brings here into Court as well the writing obligatory aforesaid whereon date the day and year aforesaid &c Pledges to prosecute John Doe & Richard Roe

Wm Bodley

Anno now Court at a Superior Court held at the Court House in and for the County of Adams on the Second Monday in April in the year one thousand eight hundred and eleven this cause was legally continued

C. Pha now at this day time at a Superior Court held at the Court House in and for the County of Adams on the Second Monday in October in the year one thousand eight hundred and eleven Comes the said Beverly R Grayson by his Attorney aforesaid and the said Samuel Parkin though solemnly called comes not nor says any thing in bar or prelusion of the action aforesaid of the said Beverly R Grayson but therein doth make default, wherby the said Beverly Recovers against the said Samuel Parkin undefended. Therefore it is Considered by the Court here that the said Beverly R Grayson do Recover against the said Samuel Parkin the sum of three thousand dollars to be discharged by the payment of fifteen hundred dollars his said debt and also two hundred and twelve dollars for his damages which he hath sustained as well by reason of the detention of the said debt as for his costs and charges by him about his suit in that behalf expended by the Court here now adjudged to the said Beverly R Grayson and with his assent to the amount in the whole to one thousand seven hundred and twelve dollars and ninety five Cents and to the said Defendant in Mercy and so forth

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Beverly R Grayson
&
Hammond & Brown

Pleas before the honorable Walter Leake esquire Judge in and for the Mississippi Territory at a Superior Court held at the Courthouse in and for the County of Adams on the Second Monday in April in the year one thousand eight hundred and eleven

Be it Remembered that heretofore to wit at a term of the Superior Court of law and equity held at the Court House in and for the County of Adams, on the Second Monday in April in the year one thousand eight hundred and eleven before the Judges of the Territory aforesaid in the record and proceedings of said Court of Adams County among other things is the following true & Catalan to wit. The Mississippi Territory to the united States to the Sheriff of Adams County greeting Whereas Samuel Parkin garnishee duly summoned in case of Attachment at the suit of Beverly R Grayson Plaintiff against Hammond and Brown Defendants on the Information declare that William Battice jun. and Company were indebted and indebted according to his belief to the said Hammond and Brown

a Moiety of Seven thousand one hundred dollars. he therefore
commands you to attach all the estate of the said Hammond
and Brown in the hands or possession of the said William
Buttitta, junr. and Company. or in the hands of Mr Buttitta junr
and that you likewise summon the said William Buttitta junr
and William Buttitta & Company. to be and appear before the Judges
of our Superior Court of law. at a Superior Court of law to be
held in and for the County of Adams on the Second Monday
in October next. at the Court house of said County. as Garnishee
in said suit and that the estate so attached you hold so that
the same may be subject to further proceedings. at our said Court
Witness the honorable Walter Coutts 1st first Judge of our said Court
at the Court house aforesaid the Second monday in April Anno
Domini one thousand eight hundred and eleven and of American
Independence the thirty fifth Given the 29th August 1810.

And now to wit at a Superior Court held at the Court house in and for the
County of Adams, on the Second Monday in April in the year one thousand
eight hundred and eleven this cause was legally continued.

And now to wit at a Superior Court held at the Court house in and for
the County of Adams on the Second monday in October in the year one
thousand eight hundred and eleven this cause was legally continued.

And now at this day to wit at a Superior Court held at the Court house in
and for the County of Adams on the Second monday in April in
the year of our Lord one thousand eight hundred and twelve. comes
the said Beverly R Grayson by his attorney aforesaid and the said William
Buttitta jr. in his proper person saith that he cannot deny but that he
cannot deny but that he hath in his hands of the goods Chattels
and Credits of the said Hammond & Brown to the value of the debt
of Six hundred dollars so as aforesaid Attached nor but that the said
Beverly R Grayson ought to have condemnation thereof whereupon the said
Beverly R Grayson by his said Attorney prays that according to the act of
the general assembly aforesaid the said sum of Six hundred dollars so
aforesaid confessed. being the same so as aforesaid Attached in the hands of
the said William Buttitta. may be condemned in his hands as of the goods
Chattels and Credits of the said Hammond and Brown towards satisfying
unto him the said Beverly R Grayson, the debt damages costs and charges
aforesaid in the said Writ of Attachment specified Whereupon it is considered
by the Court. now here that the said sum of Six hundred dollars so as
aforesaid confessed. being the same so as aforesaid Attached. in the hands of
the said William Buttitta. be condemned in his hands as of the goods
Chattels Rights and Credits of the said Hammond and Brown

towards Satisfying unto him the said Beverly R Grayson the debt. damages costs and charges aforesaid in the said writ of Attachment specified and thereupon execution is awarded to the said Beverly R Grayson, . . .

Admr. of Hugh Wallace
vs
George Corcoran.

Pleas before the honorable Walter Scott esquire Judge in and for the Mississippi Territory at a Superior Court held at the Court House in and for the County of Adams, on the Second Monday in April in the year one thousand eight hundred and eleven

Be it Remembered, that heretofore to wit, at a Superior Court held at the Court House in and for the County of Adams on the Second Monday in April in the year one thousand eight hundred and eleven before the Judges of the Territory aforesaid the Justices of the County Court of Adams County, transmit to the Superior Court aforesaid the Record and proceedings of a plea, which was lately pending before them in the County Court aforesaid, between the Administrators of Hugh Wallace and George Corcoran wherein the said County Court gave judgment against the said George Corcoran and from which judgment the said George Corcoran prayed an appeal into the Superior Court aforesaid, which said Record and proceedings are in the following words to wit,

Pleas before Samuel Brooks esquire Presiding Justice and other his associate esquires Justices of the County Court of Adams County, at the Court House thereof on the second Monday and being the tenth day of January in the year of our Lord one thousand eight hundred and nine and in the thirty third year of American Independence

Be it Remembered that heretofore to wit the tenth day of the month of June in year of our Lord one thousand eight hundred and eight, John Robertson surviving partner of Wallace and Robertson by Charles Green esquire his Attorney came and obtained from the Court aforesaid a writ of Capias Ad respondendum against George Corcoran which said writ to the Sheriff, and afterwards to wit at the second Monday following to wit the Mississippi Territory of the United States to the Sheriff of Adams County Greeting We Command you to take George Corcoran if he be found in your County, and him safely keep so that you have his body before the Justices of the Court County Court for said county on the Second Monday

in July next to answer John Robertson surviving partner of Wallace and Robertson of a plea of trespass and his case to his damages two hundred dollars, and have then there this writ. Witness Samuel Brooks esquire Clerk of our said Court. This second monday in April in the year of our Lord one thousand eight hundred and eight and of American Independence the thirty second, Issued the sixth day of June AD 1808.

S Genet CAC

This action is founded on an account for money lent and received by defendant for use of Wallace and Robertson in the lifetime of Wallace & Co. & Genet atty for Plaintiff nr. bail required,

Afterwards to wit at a County Court continued and held in and for the said County at the Court house thereof on the second monday in July AD 1808 in the thirty second year of American Independence came the said Pltff by his attorney and also came the Sheriff of said County to wit Moses Scott. cause appeared who made his return of said writ in manner and form following to wit. That by virtue thereof he had taken the said Defendant and him safely there at the time and place as he was commanded. Whereupon the said Plaintiff by his attorney aforesaid brought into the said Court his declaration or plaint against the said Defendant which Declaration leave for pleages to prosecute John Doe and Richard Roe and is in the words and figures following to wit, Mississippi Territory Adams County Court July Term 1808 John Robertson surviving Partner of Wallace and Robertson Complains of George Overaker in Custody &c, of a plea of Trespass on the case for that whereas the said Defendant on the first day of December in the year of our Lord one thousand eight hundred and five in the County aforesaid was indebted to the said Wallace and Robertson in the lifetime of the said Wallace in the sum of one hundred pounds for money by the said Defendant before that time had and received to the use of the said Wallace and Robertson and being so indebted he the said Defendant in Consideration thereof afterwards to wit on the same day and year aforesaid in the County aforesaid undertook and faithfully promised the said Wallace and Robertson in the lifetime of the said Wallace to pay them the said sum of money when he the said Defendant should be thereunto afterwards and required. Nevertheless the said Defendant his promise aforesaid in form aforesaid made not regarding the said sum of money or any part thereof or any part thereof to the said Wallace and Robertson in the lifetime of the said Wallace nor to either of them are not yet nor has the said Defendant since the death of said Wallace paid to the said plaintiff surviving as aforesaid the said sum of money or any part thereof although to pay the same to the said Wallace and Robertson in the lifetime of the said Wallace and Robertson and by the said Wallace and Robertson since the death of the said Wallace hath often been required to pay the same to the said Wallace and Robertson in the lifetime of said Wallace altogether refused and still altogether refuses and since the death of

Pullam hath often been required but to pay the same to the said Williams and Robertson in the Lifetime of the said Williams hath wholly refused and doth refuse to the damage of said Plaintiff Recovering Further as aforesaid two Hundred dollars and thereof he brings suit &c

Ch! B Green Attorney for plaintiff Pledges of prosecution John Doe & Rich Roe

And thereupon it is ordered and Ruled by the Court on motion of the Plaintiff by his attorney aforesaid that unless the said Defendant doth appear within the time limited by Law, and Answer or plead to the Plaintiffs Declaration Judgment should be Entered against him for the Plaintiff for the damages in the said Declaration mentioned and costs of suit

And afterwards to wit on the second day of said term of this Court aforesaid came the said Defendant by Gabriel Jackson Esq. his attorney and made his Answer and plea to the plaintiffs action in the following words to wit And the said Defendant by Gabriel Jackson his Atty. comes and defends the wrong and injury when &c and says he not guilty in manner and form as the said Plaintiff hath complained against him and of this he puts himself upon the Country And the said Plaintiff by his atty aforesaid doth likewise &c And the said Defendant for further plea by leave &c saying &c says the Plaintiff ought not to have or maintain his said action thereof against him because he says that after making of the said supposed promises in the Declaration mentioned to the Defendant to wit on the first day of January 1806 at Adams County in the Lifetime of said Malcom Laird the said sum of money in the said Declaration contained to the said Williams and Robertson and this he is ready to verify &c Wherefore he prays Judgment whether the Plaintiff ought further to have his said action &c Gabriel Jackson Atty for Defendant. And the said Plaintiff in reply to the plea of the said Defendant Saith that the said Defendant to the said Williams and Robertson in the Lifetime of Williams did not pay the said damages in the Declaration mentioned in manner and form as the said Defendant hath in pleading alledged and this he prays may be enquired of by the Country &c And the said Defendant doth the like &c And thereupon this cause is legally continued until the next Term And now at this day to wit the day and year first above Written at a County Court held in and for the County aforesaid at the Court House thereof came the said parties by their Attorneys and on motion of the Plaintiff by his attorney aforesaid came a Jury as follows to wit Daniel Fowler Barbara Cory Nathan Scaggs Simeon Boland Gabriel Scaggs Levi Whittington Roy al Paul John McBryan William Clark Daniel McCown John Curtis and Nimrod Scaggs who being duly Elected and Sworn Who Retd to say upon their oaths do say that the Defendant did assume upon himself as the Plaintiff in his Declaration against him hath alledged and further that

the said Defendant did not pay to the said Wallace the damages in the declaration mentioned in manner and form as in pleading the said Defendant hath alleaged they do assess the Plaintiffs damages by reason of the non performance of the assumptions and undertaking in the declaration specified to twenty five dollars twenty cents besides costs of suit Whereupon it is considered by the Court that the said John Roberts on surviving partner as aforesaid do recover against the said George Forcaker twenty five dollars twenty cents his damages by the jury in their verdict in form aforesaid assessed also fourteen dollars two and a half cents his costs by him about his suit in his behalf expended & the said Defendant in mercy &

From which judgment the said Defendant by his attorney aforesaid prays an appeal and the said Defendant together with Lewis Evans & Jonathan Thompson his securities having entered into and acknowledged their bond in the penal sum of two hundred dollars conditioned according to law the same is granted him and the said bond is in the Superior Court Mississippi Territory County of Adams Know all men by these presents that we George Forcaker Lewis Evans and Jonathan Thompson of the County and Territory aforesaid are held and firmly bound unto John Robertson surviving partner of Wallace and Robertson in the sum of two hundred dollars to be paid to the said John Robertson as aforesaid his certain attorney heirs or assigns to which payment well and truly to be made we bind ourselves our heirs executors administrators and assigns each and every of us and them jointly severally firmly by these presents. Witness our hands and seals this 18th day of January AD 1806 The condition of the above obligation is such that wherein in a certain action of trespass on the case prosecuted in the County Court of the County aforesaid wherein John Roberts on surviving is Plaintiff and the said George Forcaker Defendant. on the trial of which judgment was given against the said Defendant for twenty five dollars twenty cents and costs of suit from which judgment the said Defendant hath prayed and obtained an appeal to the honorable the Superior Court of this County. now if the said Appellant shall prosecute his appeal with effect and well and truly abide by and perform the judgment sentence and decree of said Superior Court then this obligation to be void otherwise to remain in full force and virtue

Geo Forcaker by his attorney
Jabez and acknowledged
in open Court Sgerault

Geo Forcaker (seal)
Lewis Evans (seal)
Jon. Thompson (seal)

Whereas at a Superior Court held at the Court House in and for the County of Adams on the Second Monday in April in the year one thousand eight hundred and eleven this cause was legally Continued

Whereupon it is commanded that the Sheriff of Adams County do summon Henry Lee good and lawful men of his County according to the direction of the act of the General Assembly of this Territory

in Such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court to be holden in and for the County of Adams on the Second monday in October in the year One thousand eight hundred and eleven, by Subpoena and to forth and to his Answer and to forth to recognize and to forth hereof as well and to forth the same day is given to the parties aforesaid there and to forth at which day before the Judges of the Territory aforesaid come as well the said Robertson Surviving partner &c as the said George Overaker, by their attorneys aforesaid and the Jurors of the Jury of which mention is above made being called Certain of them came Viz. Isaac Flemming Chas. Howell, Wm. J Blaker, Chas. Gamble, Solomon Heaps, Jno. Montgomery Jeremiah Cooper Levi Baldwin Jno Billingsley Geo Ellert, Jesse Holeday Wm. Simon who being impannelled tried and sworn to speak the truth concerning the matters within contained. Say upon their oaths that the said George Overaker did undertake and promise in manner and form as the said Robertson Surviving partners in hath above complained against him and they assess the damages of the said Robertson Surviving partner &c by reason of the non performance of the said several promises and undertakings four cents above his costs and charges by him about his suit in that behalf expended to sixty dollars Whereof it is considered by the Court now here that the said Robertson Surviving partners &c recover against the said George Overaker his damages aforesaid in form aforesaid by the jurors aforesaid assessed and also.

for his costs and charges by the Court now here adjudged to the said Robertson Surviving partners &c with his assent. Which said damages costs and charges. Amount in the whole to

One hundred dollars and fifty cents

George Mathews
vs
Bennet Saulsbury } Appeal

Pleas held before the honorable Walter Coles Junr. esquire Judge &c Over the Mississippi Territory at a Superior Court held at the Court House in and for the County of Adams on the Second Monday in October in the Year one thousand eight hundred and eleven.

Be it remembered that heretofore to wit at a Circuit Court then held at the Court House in and for the County of Adams on the Second Monday in October in this year one thousand eight hundred and nine before the Judges of the Territory aforesaid the Justices of the County Court of Adams County came into the Circuit Court aforesaid the records and proceedings of a plea which was lately pending before them in the County Court aforesaid between George Mathews and Bennet Saulsbury therein the said

County Court gave Judgment against the said George Matthews and from which Judgment the said George Matthews prayed an appeal into the Circuit Court which said Record and proceedings are in the following words to wit

Mississippi Territory to wit.

Pleas before Samuel Brooks presiding Justice and others Esquires. His appointed Justice of the County Court of Adams County in the Territory aforesaid at the Courthouse of the said County on the Second Monday and Sixth day of the year of our Lord eighteen hundred and nine

Be it Remembered that heretofore to wit. on the twenty first day of April of the year aforesaid George Matthews came and obtained from our County Court of said County our writ against Bennett Truly Late of John Rogers and William Baker which said writ is in these words to wit. The Mississippii Territory of the United States to the Sheriff of Claiborne County Greeting

Whereas George Matthews lately in the County Court for the County aforesaid by the Judgment of the same Court recovered against John Rogers and William Baker fifty six dollars sixty five cents Debt also nineteen dollars 95 cents damages which he have sustained for his costs and charges in and about his suit in that behalf expended whereof the said Defendants are convicted as appears to us of Record and now on the part of the said Plaintiff in our said Court we have understood that although Judgment thereof be given yet Execution for the damages and costs aforesaid there remains to be made to him and whereas also heretofore to wit on the fifth day of January in the year of our Lord one thousand eight hundred and nine at the County aforesaid Bennett Truly (the said John Rogers and William Baker) being taken arrested and detained by the Sheriff of said County by virtue of writ issuing out of and from the Court aforesaid in the suit aforesaid by his writing obligatory sealed with the seal of the said Bennett Truly the date whereof is the same day and year last aforesaid acknowledged himself to be held and firmly bound unto Montfort Cotten by the name of Montfort Cotten esquire Sheriff of the County of Adams the said Montfort then being Sheriff of the said County in the sum of two hundred and twenty dollars to be paid to the said Sheriff his heirs or assigns when the said Bennett Truly should be afterwards thereto required with a Condition therein written that if the said Defendant should appear before the Courts aforesaid of our County aforesaid then next to be holden at the Courthouse in and for the said County on the second monday in January then next to answer the said Plaintiff of a plea of Debt then the said obligation to be void otherwise to remain in full force and virtue and whereas afterwards to wit on the sixth day of January in the year of our Lord one thousand eight hundred and nine at the County aforesaid the said Montfort Cotten Sheriff of said County aforesaid assigned to the said

the said Obligation so made as aforesaid by endorsing the said assignment of him the said Sheriff of said writing obligatory upon the same and by attesting said assignment under his seal and return and returned the said writing obligatory assigned as aforesaid into our said Court according to the form and effect of the Statute in such case made and provided as by said Obligation and assignment thereon made as aforesaid in our said Court remaining more fully appears by reason of which said premises and by force of the Statute in such case made and provided the said Bennett Truly became and is special Bail for the said Defendants. That in case the said Defendants should be cast in the suit aforesaid that they should pay and satisfy the costs and condemnation of the Court aforesaid or render themselves prisoners in execution of the same or that he the said Bennett Truly would do it for them Nevertheless the said Defendants the damages and cost aforesaid to the said Plaintiff have not yet paid or surrendered themselves or their amount prisoners in execution for the same as by their sureties to be by the suggestion of the said Plaintiff whereof the said Plaintiff has brought him to grant him a proper Remedy and he being willing that what is just in this behalf should be done as you by good and lawful men of your County you give notice to the said Bennett Truly that he be and appear before the County Court for the County aforesaid on the second Monday in July next to shew cause if any he can why the said Plaintiff should not have execution against him for the said and damages aforesaid according to the force form and effect of the writing obligatory aforesaid and to do and receive all and singular therein which our said Court may do and consider in this behalf and have then there this writ Witness Samuel Brook esq. presiding Justice of said Court at the Courthouse of said County this second Monday in April in the year of our Lord one thousand eight hundred and nine and in the thirty third year of American Independence Given 21st day of April 1809

Gerard Clk

Afterwards to wit at a County Court held in and for the County aforesaid at the Courthouse thereof on the second Monday in July of the year of our Lord eighteen hundred and nine came the said Plaintiff and the Sheriff of the County aforesaid to wit Joseph Briggs esquire made his return of the said writ to wit that he had made known to the said Bennett Truly by virtue of the said writ to him directed by Joseph Maxwell and Joseph McCracken good and lawful men of his County that he be and appear before the Justices of the Court aforesaid at the time and place aforesaid as therein he is commanded and thereupon came the said Defendant by Harding & Turner esq. his attorney and defends the force and injury when &c

and says the said Plaintiff to have execution against him on the said aforesaid writt not because he says that long before the suing out the said writt of Sucrefacias he the Defendant surrendred into the Custody of the Sheriff of Adams County to wit on the day of &c the body of the said John Rogers one of the said Defendants in the aforesaid suit of which cause the said Plaintiff had notice and to the said William Baker the other Defendant in the aforesaid writ this Defendant says he is ready and the said before the Return day of the said writt of Sucrefacias and this he is ready to verify & wherefore he prays Judgment & Scire fac. for Def.t That the said Plaintiff saith he by any thing the said Defendant above in pleading alleaged ought not to be precluded from having execution against the said Defendant because he saith that the said Defendant did not surrender the said Rogers into the Custody of the Sheriff in manner and form as in pleading he hath alleaged and the said Plaintiff further saith that the said Baker did not as in manner and form as the Defendant above in pleading hath alleaged and this he prays may be enquired of by the Country and the Defendant also doth the like whereupon on motion of the said Plaintiff came a Jury to wit. Proper King William Q Sanders John Ogden James Sargent Thomas Flora Samuel Radcliff Joseph Harrison Job Routh Henry Hurd James McKeown Elisha J Rees and Daniel McCown who being duly sworn and impannelled to try the Issue joined between the said parties upon their oath say that the said Defendant did surrender to the Sheriff of Adams County the above mentioned John Rogers as above in pleading he hath alleaged and further that the said William is not and did not before the Return day of the writ of Sucrefacias aforesaid in manner and form as the said Defendant above in pleading hath alleaged Wherefore it is considered that the said Plaintiff take nothing by his said writt but that he be in mercy and that the said Defendant go hence thereof without day and it is further considered that the said Defendant do recover against the said Plaintiff fourteen dollars and thirty eight cents his costs and charges by him about his defence in this behalf expended by the Court adjudged and that he have Execution thereof from which Judgment the said Plaintiff prayed an appeal to the next Circuit Court to be holden for the said County which was granted to him upon his entering into bond in the penalty of twenty dollars conditioned according to Law with both Securities whereupon the said Bond was executed and delivered in Open Court and is in the following words to wit Mississippi Territory County of Adams Know all men by these presents that we George Mathews and John Davis of the County aforesaid are held and firmly bound unto Burwell Truly in the sum of twenty dollars to be paid to the said Burwell Truly his Certain Attorney heirs or assigns to which payment well and truly to be made we bind our selves our heirs Executors administrators each and every of us and them jointly and

and Severally firmly by these presents Witness our hands and seals this 14th day of July AD 1809. The Condition of the above Obligation is such that Whereas on a Certain Action of an a Scire facias prosecuted in the County of the County aforesaid wherein the said George Matthews is Plaintiff and the said Bennett Truly Defendant. on trial of which Judgment was given against the said Plaintiff for Costs of suit from which Judgment the said Plaintiff prays and obtained an appeal to the Court the Circuit Court of the said County. now if the said Appellant shall prosecute his said Appeal with effect and truly abide and perform the sentence and Decree of the said County Court then this Obligation to be void otherwise to remain in full force and virtue George Matthews by his attorney Seth Lewis Esq in Court and acknowledged in open Court

John Gerault C C K

Afterwards to wit by virtue of the Statute of the general assembly of the Territory aforesaid. in such case made and provided this cause was transferred from the County Court aforesaid into the Superior Court. in and for the County of Adams on the second monday in April in the year one thousand eight hundred and ten which cause was legally Continued.

Afterwards to wit. at a Superior Court held at the Courthouse in and for the County of Adams on the second monday in October in the year one thousand eight hundred and ten this cause was legally Continued

Afterwards to wit. at a Superior Court held at the Courthouse in and for the County of Adams of the second monday in April in the year one thousand eight hundred and eleven this cause was legally continued.

Afterwards to wit it is Commanded that the Sheriff of Adams County do summon thirty six good and lawfull men of his County. according to the directions of the act of the general assembly of the Territory aforesaid in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court to be holden at the Courthouse in and for the County aforesaid on the second Monday in October in the year one thousand eight hundred and Eleven by whom and as forth and who neither and so forth to recognize and so forth because as well and as forth the same day is given to the parties there and so forth at which day before the Judges of the Territory aforesaid came as well the said George Matthews as the said Bennett Truly by their attorneys aforesaid and the jurors of the jury of which mention is above made being made certain of them and to wit David Fleming Ebenezer Hebert Wm L. Baker John Mallory Thomas Ballinger Solomon Sways Seth Barnum George Clark Malcia Simon Edmund Gaines John Griffin James Swain who being impannelled tried and sworn to

George Matthews
vs
Bennett Trudy } Appeal

Pleas before the honorable Walter Leake esquire Judge in and over the Mississippi Territory at a Superior Court held at the Court house in and for the County aforesaid on the Second Monday in October in the year one thousand eight hundred and Eleven

Be it remembered that heretofore Court at a Circuit held at the Courthouse in and for the County of Adams on the Second monday in October in the year one thousand eight hundred and nine before the Judges of the Territory aforesaid the Justices of the County Court for the County of Adams thereof to the Circuit Court aforesaid the Record and Proceedings of a plea that was Lately pending before them in the County Court aforesaid between George Matthews and Bennett Trudy wherein the said County Court gave Judgment against the said George Matthews and from which said Judgment the said George Matthews prayed an appeal to the Circuit Court aforesaid which said Record and proceedings are in the following words. to wit

Mississippi Territory. Court Pleas before Samuel Brooks esquire presiding Justice and others esquires his associate Justices of the County Court of Adams County in the Territory aforesaid at the Courthouse of the said County on the Second Monday in July of the year of our Lord one thousand eight hundred and nine

Be it remembered that heretofore Court on the twenty first day of April of the year aforesaid George Matthews sued out and

our County Court for said County our writ against Bennett Truly Baie of John Rogers and William Baker which said writ is in these words to wit, Mississippi Territory of the United States to the Sheriff of Claiborne County Greeting. Whereas George Mathes lately in the County Court for the County aforesaid by the Judgment of the same Court recovered against John Rogers and William Baker Security as bail two cents damages which he has sustained as well by reason of the non performance of certain promises and covenants of the said Defendant as for his costs and charges in and about his suit in that behalf expended whereof the said Defendants are convicted as appears to us of record And now on the part of the said Plaintiff in our said Court it has been suggested that although Judgment thereof be given yet execution for the damages and costs aforesaid ought not to be made to him and whereas also heretofore to wit on the fifth day of January in the year of our Lord one thousand eight hundred and seven at the County aforesaid Bennett Truly the said John Rogers and William Baker being taken arrested and detained by the Sheriff of the said County by virtue of our writ issuing out and from the Court aforesaid in the said aforesaid by his writing obligatory sealed with the seal of the said Bennett Truly the date whereof is the day and year last aforesaid acknowledged himself to be held and firmly bound unto Montfort Talbot by the name of Montfort Talbott esquire Sheriff of the County of Baines in the sum of two hundred and ninety dollars to be paid to the said Sheriff his heirs or assigns when the said Bennett Truly should be afterwards required with a condition thereunder written that if the said Defendant should appear before the Court aforesaid then next to be holden at the Courthouse in and for the said County on the second Monday in January then next to answer the said Plaintiff of a plea of trespass on the case damage one hundred and ten dollars then the above obligation to be void, otherwise to remain in full force and virtue and whereas afterwards to wit, on the twelfth day of January in the year one thousand eight hundred and seven at the County aforesaid the said Montfort Talbot Sheriff of said County aforesaid assigned to the said Plaintiff the said obligation to make as aforesaid by endorsing the assignment of him the said Sheriff of said writing obligatory upon the same and by attesting said assignment under his hand and seal and delivered the said writing obligatory assigned as aforesaid into our said Court according to the form and effect of the statute in such case made and provided as by said obligation and assignment thereon made as aforesaid in our said Court remaining more fully appears by reason of which premises and by force of the statute in such case made and provided the said Bennett Truly became and is bound and liable for the said Defendant that in case the said

Defendant should be cast in the suit aforesaid that they should
and satisfy the said and Commencation of the Court aforesaid or
thereabouts pronounce in execution of the same or that he the
Truly moved as of for him Nevertheless the said Defendant the
damages aforesaid to the said Plaintiffs have not yet paid or surrendered
themselves or that amount Prisoners in execution of the same as we
have understood by the suggestion of the said Plaintiffs Wherefore the
said Plaintiffs have besought us to grant him a proper remedy and We
being willing that what is just in this behalf should be done as
command you by good and lawful men of your County you
give notice to the said Bennett Lacy that he be and appear before
the County Court for the County aforesaid on the Second Monday in
July next to shew cause if any he can why the said Plaintiffs should
not have execution against him for the damages aforesaid according to
the form and effect of the Statute thereof and to do and
receive all and singular those things which our said Court may
consider in this behalf and have there this writ Witness
James Brooks esquire Attorney Clerk of our said Court at the
Court House of said County this Second Monday of April in the
year of our Lord one thousand eight hundred and nine and in
the thirty third year of American Independence
And Defendant
Which Issued the 21st day of April 1809 At Command Court at a County
Court held in and for the County aforesaid at the Court House thereof
on the Second Monday in July of the year of our Lord eighteen hundred and nine
came the said Plaintiffs and the Sheriff of the County aforesaid return Joseph
Briggs esquire made his return of the said writ that he has by virtue of
the said writ to him directed made known to the said Bennett Lacy by Joseph
Marlow and Joseph McCraven good and lawful men of his County that
he be and appear before the Justices of the Court aforesaid at the time and
place aforesaid as therein he is commanded and thereupon came the said
Defendant by Delany & Turner esqrs and defends the force and injury when
&, and says the said Plaintiffs to have execution against him or the said
aforesaid ought not because he says that long before the suing out the
said writ of Scire facias he the said Defendant was in the Custody of the Sheriff
of Adams County Court on the day of 180 the body of the said John
Rogers one of the said Defendants in the aforesaid writ of which
the Plaintiffs have notice and as to the said William Baker the other
Defendant in the aforesaid writ the Defendant says he is and
he did before the Teste of any of the said writ of Scire facing
he is ready to verify & Therefore he prays Judgment & Turner &
and the said Plaintiffs saith that he by any thing the said

" above in pleading alledged ought not to be prejudice from having execution against the said Defendant because the said Defendant is not arrested & the said Rogers into the custody of the Sheriff in manner and form as the said Defendant above in pleading hath alledged and this he prays may be enquired of by the Country and the Defendant also doth the like whereupon on motion of the said Plaintiff came a Jury towit Proper King William by Names John Ogden James Burgess Thomas Tora Samuel Ratliff Joseph Harrison Job South Henry Hunt James McCoon Elisha J Hues and Daniel McCoon who being duly sworn and impannelled to try the Issue joined between the parties aforesaid upon their oath do say that the said Defendant did Recover to the County of Pearson the above mentioned John Rogers as above in pleading he hath alledged and further that the said Williams is dead and died before the Return day of the writ of Scire facias aforesaid in manner and form as the Defendant also above in pleading hath alledged Therefore it is considered that the said Plaintiff take Nothing by his said writ but that he be in mercy and that the said Deft. go hence thereof without day and it is further Considered that the said Defendant do Recover against the said Plaintiff eleven dollars sixty seven and a half cents his costs and Charges by him about his defence in this behalf expended to him the said Defendant by the Court adjudged and that he have execution thereof from whence Judgment the said Plaintiff prayed an appeal to the next Circuit Court to be holden for the said County which was granted to him upon his entering into Bond in the penalty of twenty dollars conditioned according to law with Seth Lewis Security whereupon the said Bond was executed and acknowledged in Open Court and is in the following words towit, Mississippi Territory County of Adams Know all men by these presents that we George Matthews and Seth Lewis of the County aforesaid are held and firmly bound unto Bennett Truly, in the sum of twenty dollars to be paid to the said Bennett Truly his certain Attorney his heirs or assigns to which payment well and truly to be made we bind ourselves our heirs Executors and administrators each and every of us and them Jointly and severally firmly by these presents. Witness our hands and seals this 11th day of July AD 1809 The Condition of this obligation is such that whereas in a certain action on a scire facias Prosecuted in the County of the County aforesaid wherein the said George Matthews is Plaintiff and the said Bennett Truly Defendant. on trial of which Judgment was given against the said Plaintiff for costs of suit from which Judgment the said Plaintiff prayed and obtained an appeal to the next Circuit Court, of the said County. Now if the said Defendant shall prosecute his appeal with effect and do and truly obey and perform

the Judgment sentence or decree of the said Circuit Court be
Obligation to be void Whereupon to remain in full force and
George Matheson by his attorney Seth Lewis [illegible]
taken and acknowledged in open Court

J Gwinn Clk

Afterwards to wit by virtue of the Statute of the General assembly of the
Territory aforesaid in such case made and provided this cause is transferred
from the Circuit Court aforesaid into the Supreme Court in and for the
County of Adams on the Second Monday in April in the Year one
thousand eight hundred and ten which cause was legally Continued to
Afterwards to wit at a Superior Court held at the Courthouse in and
for the County of Adams the Second monday in October in the
year one thousand eight hundred and ten this cause was legally Continued
Afterwards to wit at a Superior Court held at the Courthouse in and for
the County of Adams on the Second Monday in April in the year
one thousand eight hundred and eleven this cause was legally Continued.
Afterwards it is Commanded that the Sheriff of Adams County do Summon
thirty six good and Lawfull men of his County to be and appear in the Court
of the act of the General assembly of the Territory aforesaid in such case
made and provided to be and appear before the Judges of the
Territory aforesaid at a Superior Court to be holden in and for the
County of Adams on the Second Monday in October in the Year one
thousand eight hundred and eleven by writ and so forth and the writ
in forth to Recognise and so forth summons as was and so forth

77.

Joseph McRaven
vs
Abrm. & Charles Defrance

Case.

Plea, before the honorable Walter Leake esquire Judge in and over the Mississippi Territory at a Superiour Court held at the Courthouse in and for the County of Adams on the Second Monday in October in the year one thousand eight hundred and eleven

Be it remembered. that heretofore towit. at a Superiour Court held at the Courthouse in and for the County of Adams on the Second Monday in April in the year one thousand eight hundred and eleven Joseph McRaven by E. Mead his attorney, brought into the Court aforesaid his Bill against Abraham. and Charles Defrance. being in Custody of the Sheriff of Adams County in a plea of Trespass on the case and there are pledges to prosecute to wit John Doe and Richard Roe. which said Bill follows in these words towit,

Mississippi Territory
of the United States. } towit.
Adams County } Joseph McRaven by E Mead his attorney Complains of Abram Defrance and Charles Defrance in Custody &c of a plea of Trespass on the case and so forth for that whereas the said Abram and Charles on the tenth day of June in the year of our Lord one thousand eight hundred and seven in the County aforesaid made their certain Note in writing commonly called a promissory note with their proper hands thereto subscribed bearing date on the day and year aforesaid and there and there delivered the said note to the said Joseph and thereby promised to pay to the said Joseph the sum of six hundred dollars by reason whereof and by force of the Statute in such case made and provided the said Abram and Charles became liable to pay to the said Joseph the said sum of money mentioned in said Note according to the tenor and effect of said Note, and being so liable they the said Abram and Charles. in Consideration thereof afterwards towit on the day and year aforesaid in the County aforesaid undertook and promised the said Joseph to pay him the said sum of money mentioned in said Note according to the tenor and effect thereof Nevertheless the said

Abram and Charles Defrance of the Damages aforesaid hath not paid the same or any part thereof but refuseth and still doth refuse to pay the same or any part thereof to the damage of the said Joseph Seven hundred dollars and for the same he brings his suit &c.

Afterwards to wit at a Superior Court held at the Court House in and for the County of Adams on the Second Monday in April in the year one thousand eight hundred and eleven this cause was legally continued And now at this day that is to say at a Superior Court held at the Court House in and for the County of Adams on the Second Monday in October in the year one thousand eight hundred and eleven the said Defendants have leave to answer the Declaration of the said Plaintiff Joseph McRaven before the Justices of the Territory aforesaid at the Court aforesaid and thereupon comes the said Joseph McRaven by Callaway his attorney aforesaid and the said Abram and Charles Defrance although solemnly required came not nor saith any thing in bar or preclusion of the action of the said Joseph McRaven by which the said Joseph McRaven ought not to recover against the said Abram & Charles Defrance for which the said Joseph McRaven ought to recover against the said Abram and Charles Defrance his damages by reason of the non performance and undertakings of the said Abraham and Charles Defrance Therefore it is considered by the Court now here that the said Joseph McRaven Do recover against the said Abraham and Charles Defrance four hundred and nine dollars and thirty three Cents Debt and also twenty three dollars and eighty five cents for his costs and Charges by him about his suit in that behalf expended by the Court now here adjudged to the said Joseph McRaven and with his assent which damages costs and Charges amount in the whole to four hundred and thirty three dollars and eighteen Cents and be the said Defendants in mercy and so forth

Richard I. Coleman Attorney

vs

Shurd Lewis

Debt.

Pleas before the honorable Walter Leake one of the Judges in and over the Mississippi Territory at a Superior Court held at the Court House in and for the County of Adams on the Second Monday in October in the year one thousand eight hundred and eleven

Be it remembered that heretofore towit at a Superior Court holden at the Court House in and for the County of Adams on the second Monday in April in the year one thousand eight hundred and eleven Richard I. Coleman Administrator of all and singular the goods and Chattels rights and credits of Aron B. Stephens deceased by Callaway his attorney came here into the Court aforesaid his certain Bill against Shurd

in the Custody of the Sheriff of Adams County in a plea of Debt. and there are pledges to prosecute to wit. John Doe and Richard Roe which said Bill is in the following words to wit.

Mississippi Territory of the United States Adams County to wit.

Richard I Coleman Administrator of and with the Goods and Chattels Rights and Credits of Aron B Stephens deceased by C Green his Attorney Complains of Isham Lewis in Custody &c of a plea that he render to him the sum of two hundred and thirty five dollars which he owes to and unjustly detains from him for that whereas the said Isham and one Elisha Baker on the third day of April in the year of our Lord one thousand eight hundred and ten made his certain writing Obligatory sealed with the seals of the said Isham Lewis and Elisha Baker and bearing date the day and year aforesaid which said writing Obligatory is now here shewn to the Court. whereby they acknowledged themselves to be indebted to the said Aron B Stephens. in his Lifetime when they should thereafter thereto be Requested, whereby an action hath accrued to the said Richard I Coleman as Administrator as aforesaid who brought here into Court the said Letters of Administration on the estate of the said Aron B Stephens deceased according to the Statutes in that case made and provided Nevertheless the said Isham the said sum of two hundred and thirty five dollars or any part thereof to the said Aron B Stephens in his Lifetime or to the said Richard as Administrator as aforesaid hath not paid although often Requested to pay the same but hath hitherto refused and still refuses so to do to the damage of the said Richard as Administrator as aforesaid one hundred dollars and therefore he brings suit.

Afterwards to wit. at a Superior Court held at the Courthouse in and for the County of Adams, on the second monday in April in the year one thousand eight hundred and eleven this cause was legally continued — And now at this day, that is to say at a Superior Court held at the Courthouse in and for the County of Adams. on the second monday in October in the year one thousand eight hundred and eleven the said Isham Lewis Defendant. had leave to answer the Declaration of the said Richard I. Coleman Adm. Plaintiff before the Judges of the Territory aforesaid at the Court aforesaid and thereupon came the said Richard I Coleman Adm. Plaintiff by his attorney aforesaid and the said Isham Lewis the said Defendant. although. solemnly required came not. but made Default. Therefore it is. considered by the Court. now here that the said Richard I Coleman Adm. as af. and Plaintiff as aforesaid Do Recover against the said Isham Lewis Defendant the sum of two hundred and thirty five dollars the debt in the Plaintiffs declaration mentioned and also eleven dollars and ten cents his damages sustained as well by reason of the detention of said debt. as for his costs and charges in that behalf expended which said sums amount in the whole to two hundred and forty nine dollars eighty seven and a half cents and the said Isham Lewis in mercy and so forth —

Elisha I Hall for
Williamson & Patton
vrs.
John G Caston

Appeal.
Case

Pleas before the honorable Walter Leake Judge in
and over the Mississippii Territory at a Superior
Court held at the Court house in and for the
County of Adams on the Second Monday in October
in the year one thousand eight hundred and
eleven,

Be it remembered, that heretofore to wit at a County Court held at the Court
House in and for the County of Adams on the Second monday in October in the
year one thousand eight hundred and nine before the Judges of the Territory
aforesaid the Justices of the County Court of the County of Adams came to the
County Court aforesaid the Record and Proceedings of a Plea which was late
pending before them in the County Court aforesaid between Elisha I Hall
for the use of Williamson and Patton, and John G Caston wherein the said
County Court gave Judgment against the said Elisha I Hall for the use of
Williamson and Patton, from which said Judgment the said Elisha I Hall prays
an Appeale into the County Court which Record and Proceedings are in
the following words to wit,

Mississippii Territory, Pleas before Samuel Brooks esquire
Presiding Justice and others Justices of the County Court of Adams County held at
the Courthouse thereof on the Second Monday in July in the year of our Lord
eighteen hundred and nine being the tenth day of said month and in the
thirty fourth year of the Independence of the United States. Elisha I Hall vs against
John G Caston Defendant. Case,

Be it Remembered that heretofore to wit on the eighth day of March eighteen
hundred and nine Elisha I Hall by Charles B Green esquire his attorney sued
out and obtained from the Court aforesaid a writ of Capias Ad respondendum and
which said writ with the endorsement thereon are as follows to wit, The
Mississippii Territory of the United States To the Sheriff of Adams County Greeting
We Command you without delay to take John G Caston if he may
be found within your County and him safely keep so that you have
body before the Justices of our County Court for said County at the Courthouse
thereof on the Second Monday in April next to answer Elisha Hall of a
Plea of Trespass on the Case to his damage two hundred dollars and have
then there this writ Witness Samuel Brooks esquire Presiding Justice of our
said Court who hath caused the Seal of the said County to be hereunto
affixed this Second Monday in January eighteen hundred and nine
in the thirty third year of American Independence issued the 8th day of
March 1809,

I Gerard [illegible]

This action is founded on promise for work done Labour

by the Plaintiff to the Defendant Charles B Green atty for Plaintiff Bail required for $112.29 cents as by affidavit filed Clerks Office Afterwards towit at a County Court held in and for the County aforesaid at the Court House thereof on the Second Monday in April of the year of our Lord one thousand eight hundred and nine on the first day of said term came the said Plaintiff by his attorney aforesaid and also came the Sheriff of said County towit Montfort Talbott Esquire who made his return of the aforesaid writ in the manner following towit, That by virtue thereof he had taken the body of the said Defendant as therein he is commanded and thereupon delivered into said Court a certain writing obligatory, commonly called a bail bond the tenor whereof and the condition thereunder written and assignment thereto annexed are as follows towit — Know all men by these presents that we John G Carlton and Moriss Carlton of Adams County Mississippi Territory are held and firmly bound unto Montfort Talbott Sheriff of said County in the sum of two thousand and twenty four dollars. to be paid to the said Montfort Talbott his executors administrators and assigns for which payment well and truly to be made we bind our selves our executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this third day of April, Anno Domini one thousand eight hundred and nine The Condition of the obligation is such that if the above bound John G Carlton shall be and appear before the Justices of the County Court of Adams County to be holden for said County at the Courthouse thereof on the second Monday of April next. to answer Elisha P Bacc of a plea of trespass on the Case and to his damage two thousand dollars. and not depart and in case he shall be cast in the said suit shall also pay and satisfy the costs and condemnations of the Court or render his body to prison in execution for the same or on failure thereof that the said that the said Moses Carlton shall do it for him then this obligation to be void else otherwise to be and remain in full force and virtue Signed sealed and delivered in presence of William Nuttwell, John G Carlton Seal Moses Carlton Seal

I Montfort Talbott Sheriff of said County. — of said County of Adams do hereby assign the above obligation to Elisha P. Bacc his executors and administrators to be used for according to the Statute in such case made and provided In testimony whereof I have hereunto set my hand and seal this third day of April 1809. Montfort Talbott Sheriff Whereupon the said Plaintiff by his attorney aforesaid brought into the Court aforesaid his declaration in debt against the said Defendant which said Declaration doth follow in these words towit Mississippi Territory Adams County Court April Term 1809 Elisha P. Bacc for the use of Williamson and Patton complains of John Gleaton in custody &c of a plea of trespass on the Case for that whereas the said Defendant on the first day of January in the year of our Lord one thousand eight hundred and nine in the County of

And whereas afterwards was intituled to the said Plaintiff in the
same accounts for meat drink and lodging Washing and
things before that time found and provided by the said
Defendant and at his special instance and request
and being so indebted to the said Defendant in
count in the same day and year aforesaid undertook and
promised the said Plaintiff to pay him the said sum of money
to the said Defendant therein aforesaid requested and
also afterwards count in the same day and year aforesaid
aforesaid on Consideration thereof that the said Plaintiff for
that time found and provided other meat drink and
lodging and other necessary things for the said Defendant
like special instance and request of the said Defendant
Defendant undertook then and there faithfully promised
to pay him so much money as he therefor reasonably ought to have
the same of him the said Defendant when he the said Defendant
thereto be thereto afterwards requested and the said Plaintiff in fact
says that he therefor reasonably deserved to have of the said Defendant
for the last mentioned meat drink washing and lodging and
necessary things other sum of two hundred dollars lawful count of the county
whereof the said Defendant afterwards count in the day and year aforesaid
has notice Nevertheless the said Defendant his promises aforesaid in form
aforesaid made not in the case regarding the said sum or any
of money or any part thereof to the said Plaintiff hath not paid
to pay the same to the said Plaintiff he the said Defendant by the said
Plaintiff hath often been requested but to pay the same to the said
he the said Defendant hath altogether refused and the said sum
damage of the said Plaintiff two hundred dollars therefore he brings
&c pledges prosecution &c and &c by Gideon Bigelow his
and on the motion of the said Plaintiff by his Attorney it is Ordered
ordered that unless the said Defendant do appear within the time
by law and make his plea or defence to the said Plaintiff
that Judgment by default shall be entered for the said Plaintiff for his
damages as he hath sustained by reason of [illegible] not performing his
and undertaking in the Declaration mentioned and costs of
court on the second day of the term of the Court whereof
them the said Defendant by Messrs Sturges his attorney
his plea or defence to the Plaintiffs action in the
court and the said John by his attorney comes and
and injury when &c and for plea says that he
promise when apprise in manner and form
in declaring against him hath alleged and of
upon the Country &c Messrs Sturges

with the like and thereupon the cause was legally continued until the next term. And now at this day towit, the day and year first above written at a County Court held for said County at the Courthouse thereof came the said parties by their attorneys and on the motion of the said Plaintiff by his said Attorney came a Jury towit, Roger King William G Lawson John Ogden James Sturgett, Thomas Gore Samuel Ratliff Joseph Harrison Sol Routh Henry Hunt James Malbourn Edward Pain Daniel Malbourn who being impannelled and sworn the truth to speak upon the issue joined in this cause, upon their oath do say that the said Defendant did not assume upon himself in manner as the Plaintiff in his declaration against him hath alledged and as in pleading the said Defendant hath alledged Therefore on the motion of the said Defendant by his said attorney It is considered by the Court that the said Plaintiff take nothing by his bill declaration but that he and his pledges to prosecute be in mercy &c and that the said Defendant go hence thereof without day and recover of the said Plaintiff Fourteen dollars and seventy Cents his costs by him about his defence in this behalf expended. From which Judgment of the Court the Plaintiff prays an appeal to the hon.d Circuit Court next to be holden for said County which is granted upon his entering into bond with Charles B Green his security in the sum of twenty dollars Conditioned according to law which Bond was executed and acknowledged in open Court and is in these words towit, Mississippi Territory County of Adams Know all men by these presents that we Elisha Hall and Charles B Green of the County aforesaid are firmly bound unto John G Caston in the sum of twenty dollars to be paid to the said John G Caston Certain attorney heirs or assigns to which payment well and truly to be made we bind our selves heirs executors administrators each and every of us and them Jointly and Severally firmly by these presents Witness our hands and seals this fifteenth day of July AD 1809 The Condition of this Obligation is such that Whereas in a Certain action of the case prosecuted in the County Court of the County aforesaid wherein the said Elisha Hall was plaintiff and the said John G Caston Defendant. on the trial of which Judgment was given against the said Plaintiff for costs of suit from which Judgment the said Defendant prayed and obtained an appeal to the hon.d the Circuit Court of the said County Now if the said appellant shall prosecute said appeal with effect and pay and truly observe and perform the Judgment sentence and decree of the said Circuit Court thereon this Obligation to be void otherwise to remain in full force and virtue C J Hall (seal) Chs B Green (seal) Taken and acknowledged in open Court J Gerault. clk

Afterwards to wit at a Circuit Court held at the Court
the County of Adams on the Second Monday in October in
Thousand eight hundred and nine This Cause was Legally
Afterwards to wit. By Virtue of the Statute of the general Assembly
Territory aforesaid. in Case made and provided This Cause was
from the Circuit Court aforesaid into the Superior Court in and for the
of Adams on the Second Monday in April in the year one Thousand
eight hundred and ten Which said Cause was Legally Continued
Afterwards to wit. at a Superior Court held at the Courthouse in and for
the County of Adams on the Second Monday in October in the year
one Thousand eight hundred and ten This Cause was Legally Continued
Afterwards to wit at a Superior Court held at the Courthouse in and for
County of Adams on the Second Monday in April in the year one
Thousand eight hundred and eleven This Cause was Legally Continued
Afterwards it is Commanded that the Sheriff of Adams County do Summon
his good and lawfull men of his County according to the directions of the Act
the general Assembly of the Territory aforesaid in such Case made and provided
to be and Appear before the Judges of the Territory aforesaid at a Superior
to be holden at the Courthouse in and for the County of Adams in the
Second Monday in October in the year one Thousand eight hundred and
eleven by whom &c and who neither and so forth to Recognize and so forth
between as above and so forth the same day is given to the parties there &c
so forth at which day before the Judges of the Territory aforesaid comes as well
the said Elisha Slack for the use of Williamson and Patton. as the said John
Easton by their Attorneys aforesaid and the Jurors of the Jury of which
is above named being called Certain of them came to wit David Rennick
Moore Wm Baker Robt Mc Creary Jno. Ballinger Solomon Sturgis Geo
Geo Mock Wm Lemon Ca. Gamble Jno Griffin Jas Swain who being empanneled
tried and Sworn to Speak the truth of and concerning the matter in their
say upon their oath that the said John G Easton did assume and
in manner and form as the said Elisha Slack hath above complained
him and they assess the damages of the said Elisha Slack by reason
the non performance of the Award promises and undertakings and
his costs and charges by him about his suit in that behalf expended
named and fifteen dollars Therefore it is Considered by the Court
that the said Elisha Slack for the use of Williamson and Patton
against the said John G Easton his damages aforesaid in
by the Jurors aforesaid assessed and also eighty four dollars
a half cents for his costs and charges by the Court
said Elisha Slack for the use of Williamson and Patton
said damages costs and charges amount in the whole to
ninety nine dollars thirty nine and a half cents

John G Carlon in more anon so forth,